ABC DISTRICT

**Release of Liability and Assumption of Risk Agreement**

ATHLETICS & CHEER/STUNT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| STUDENT NAME | | | SCHOOL | |
| * Baseball * Basketball * Cheer/Stunt * Cross-Country * Football | * Golf * Lacrosse * Powder Puff * Skiing/Snowboarding * Soccer | * Softball * Swimming/Diving * Tennis * Track * Volleyball | | * Water Polo * Wrestling   LIST ANY OTHERS:   * \_ * \_ |

This is a Release of Liability and Assumption of Risk Agreement. **Read it carefully and sign below.** Completion of this release is a prerequisite to participation in an inter-scholastic athletic activity or designated school-sponsored activity/school club or (hereinafter collectively referred to as “school-related activity/ies”). This release essentially says that my son/daughter or I, as a student at least 18 years of age, named above (hereinafter "above-named student") will participate in the school­ related activities as specified above.

If the above-named student is hurt, injured, or even dies, I/we (i.e., the student, his/her parent/s, guardian/s, heir/s, or student at least 18 years of age, hereinafter referred to as "non-minor student") will not make a claim against or sue the District (hereinafter “District”), its trustees, officers, employees, and agents , or expect them to be responsible or pay for any damages.

*I, the undersigned, understand and acknowledge that the above-named student has voluntarily chosen to participate in school­ related activities at his/her own risk.* I/We know and fully understand that said school-related activities may involve numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, and where participants can sustain physical injuries, damage to their property, or even die. Regardless of whether the school-related activity involves physical contact or not, any activity may have inherent risks of injury which are inseparable from the activity. I/We acknowledge and willingly assume all risks and hazards of potential injury, paralysis, and death in the school-related activity/ies, including any transportation to or from any school-related activity/ies. Further, by giving consent for this student to go with a school representative, it is acknowledged that the activity/ies will be considered a "field trip" or "excursion" for which there is complete immunity pursuant to Education Code§ 35330.

I/We, the undersigned, understand and acknowledge that school-related activity/ies contain potential risks of harm or injury. Injuries might arise from the student's actions or inactions, the actions or inactions of another student or participant, or the actual or alleged failure by district employees, agents, or volunteers to adequately coach, train, instruct, or supervise. Injuries might also arise from an actual or alleged failure to properly maintain, use, repair, or replace physical facilities or equipment. Injuries might also arise from undiagnosed, improperly diagnosed, untreated, improperly treated, or untimely treated actual or potential injuries, whether or not caused by the student's participation. All such risks are deemed to be inherent to the student's participation in school-related activities.

In consideration for District allowing the above-named student to participate in the school-related activity/ies specified above, I/we voluntarily agree to release, waive, discharge, and hold harmless the DISTRICT and its trustees, officers, employees, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the above-named student illness, injury, death, or damages of any nature in any way connected with the student 's participation in the school-related activity/ies. I/We also expressly agree to release and discharge the DISTRICT, its trustees, officers, employees, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

As parent or legal guardian of the student/participant under 18 years of age, I have read and voluntarily agree that my son/daughter may participate in the school-related activity/ies designated above and I sign this release on his/her behalf. *In signing this document, I fully recognize and understand that if my son/daughter is hurt, dies, or his/her property is damaged, I* am *giving up my right and the right of his/her heirs to make* a *claim or file* a *lawsuit against the DISTRICT, its trustees, officers, employees, and agent.*

**By signing below, I/we acknowledge that I/we: (1) have read this document and understand that I/we give up substantial actual or potential rights in order to allow the above-named student to participate in the school-related activity/ies and any associated field trip or excursion; (2) have voluntarily signed as evidence of acceptance of this Agreement without any inducement or assurance of any nature, with full appreciation of the all risks inherent in the school0related activity/ies; (3) have no question regarding the scope or intent of this Agreement and** I **(parent/guardian/non-minor student) have the right and authority to enter into this Agreement and to bind myself, the student, and any other family member, personal representative, assign, heir, trustee, or guardian to the terms of this Agreement. This is a release of all claims.**

DATE: **X**

Signature of Parent/Legal Guardian or Non-minor Student/Participant\*

DATE:

**X**

Signature of Minor Student/Participant

\* A student 18 years of age or older is considered, by law, a non-minor and may sign form in the place of a parent and assumes all of the above -stated risks and liabilities for himself/herself.