



ELK GROVE UNIFIED SCHOOL DISTRICT

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR INTERSCHOLASTIC ATHLETIC ACTIVITIES PARTICIPATION

Middle School/High School _____ School Year _____

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 any interscholastic activity. This release essentially says that my son/daughter _____ (name of student) is going to participate in _____ (name of sport), an athletic activity.

If he/she is hurt, injured or even dies, we (i.e., the student, parents and heirs) will not make a claim against or sue the Elk Grove Unified School District (hereinafter EGUSD), its trustees, officers, employees and agents, or expect them to be responsible or pay for any damages.

We, the undersigned, understand and acknowledge that _____ (name of student) has voluntarily chosen to participate in this athletic activity. We know and fully understand that any athletic activity, including _____ (name of sport), involves numerous risks, dangers and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even die. Regardless of whether the athletic activity involves physical contact or not, all athletic activities and sports have inherent risks of injury which are inseparable from the activity. We acknowledge and willingly assume all risks and hazards of potential injury and death in this athletic activity, whether in practice, games, meets, or any other type of competition, including any transportation to or from any such event. _____ 's (name of student) participation in this activity is purely voluntary and it is being done at his/her own risk.

In consideration for EGUSD allowing the student to participate in this athletic activity, we voluntarily agree to release, waive, discharge, and hold harmless EGUSD and its trustees, officers, employees and agents from any and all claims of liability arising out of their negligence, or any other actor omission which causes the student illness, injury, death and damages of any nature in any way connected with the student's participation in this activity. We also expressly agree to release and discharge EGUSD, 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 this athletic activity, 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 their right and the right of their parents and heirs to make a claim or file a lawsuit against EGUSD, its trustees, officers, employees and agents.*

California Law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of- state field trips or excursions, shall sign a statement waiving such claims." (Education Code Section 35330)

WE, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. WE UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. WE FURTHER UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS ATHLETIC ACTIVITY. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE ACTIVITY AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

DATE: _____

(SIGNATURE OF STUDENT/PARTICIPANT)

DATE: _____

(SIGNATURE OF PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE)