

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Participant's Name: _____

Name of Class or Activity: _____

Waiver: In consideration of being permitted to participate in any way in _____

(Description of Activity/Dates)

Hereinafter called the "Activity", I, on behalf of myself and my minor child _____, and for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Hesperia Unified School District, its officers, employees, and agents from liability **from any and all claims including the negligence of the Hesperia Unified School District its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, the participation by my minor child in the Activity.

Assumption of Risks: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD HESPERIA UNIFIED SCHOOL DISTRICT from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my minor child's involvement in the Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California including Education Code Section 35330 and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read all previous paragraphs, including the waiver of liability, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activity, and **understand that I am giving up substantial rights, including my right to sue on behalf of myself or my minor child.** I acknowledge my participation is voluntary, that I knowingly assume all such risks, and that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the extent allowed by law.

In the event of any illness or injury, I give full authority to the district staff to obtain such medical treatment and/or surgery from a licensed physician/surgeon, paramedic or hospital as deemed necessary for the welfare of my child. I acknowledge that I fully and completely understand the potential risks that may be associated with this Activity and that my child's participation is strictly voluntary.

Signature of Participant

Date

Participant's Date of Birth (if minor) _____

Parent or Legal Guardian Signature

Date

(_____) _____

Day Phone: Area Code and Number

Please Print Parent or Legal Guardian Name

(_____) _____

Night Phone: Area Code and Number

Name of Health Insurance Company

Policy/Group Number

Medical Problems/ Necessary Medications

Check one: _____None _____Yes, Please Explain: _____