

# WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

## Hesperia Unified School District

Participant's Name: \_\_\_\_\_

School Site: \_\_\_\_\_

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, 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, participation 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 UNIFEID SCHOOL DISTRICT HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my 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.

**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.** 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.

I acknowledge that I am of legal age (an adult) and fully and completely understand the potential risks that may be associated with this Activity and that my participation is strictly voluntary.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date