

Name: _____

Card #: _____

Date: _____

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Weight Room Use (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge USD 329 Wabaunsee Schools, located at 213 E. 9th, Alma, Kansas 66401, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless USD 329 Wabaunsee Schools against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If USD 329 Wabaunsee Schools incurs any of these types of expenses, I agree to reimburse USD 329 Wabaunsee Schools.

I acknowledge that USD 329 Wabaunsee Schools and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of USD 329 Wabaunsee Schools.

I agree that when I gain access to the weight room or gyms, I am responsible for everything that happens and will not allow others to enter the building with my Key/FOB.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not

limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge USD 329 Wabaunsee Schools and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against USD 329 Wabaunsee Schools for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of USD 329 Wabaunsee Schools, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or anyone else accessing the facility with my key/FOB willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and USD 329 Wabaunsee Schools agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name:

Participant's Address:

**Participant's Email
Address:**

**Participant's Phone
Numbers:**

Participant's Signature:

Date:

IDENTIFICATION OF FAMILY MINORS WHO MAY ATTEND WITH PARENTS

The minors listed below may be present using the facility, but **ONLY UNDER MY DIRECT SUPERVISION**. I understand that under **NO CIRCUMSTANCE** does a child under the age of consent (age of consent = 18 years of age **AND** graduated from high school) have permission to use the facility without being supervised by the adult(s) signed below.

Minor Family Members:

Date:

I have read and agree to the terms and conditions outlined in this document. I further understand that failure to adhere to these conditions may result in temporary or permanent loss of privileges to use USD 329 Facilities.

Parent(s)/Guardian(s) Signature:

Name of Office Personnel: _____

Date: _____

**RELEASE BY INDIVIDUAL FROM RESPONSIBILITY FOR INJURIES
INCURRED DURING PARTICIPATION ON SCHOOL PROPERTY**

This release is executed on _____ [date] by
_____ [name] of _____ [address],
_____ [city], _____ County, _____ [state],

here referred to as releasor, to U.S.D. #329, Wabaunsee High School, its board members, employees, and agents, of 912 Missouri, Alma KS in Wabaunsee County, here referred to as releasee.

I releasor, being of lawful age (18 & Graduated), in consideration of being permitted to utilize the Wabaunsee High School property or of allowing any minor child or ward to participate with me on school property, do for myself or for my minor child or ward, my spouse, my heirs, executors, administrators and assigns hereby release and forever discharge U.S.D. #329, Wabaunsee High School, its board members, employees, agents, and assigns of and from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident that may occur as a result of my or my minor child or ward's participation in utilization of the Wabaunsee High School property or any activities in connection with this utilization of school property, whether by negligence or not.

I further release all U.S.D #329, Wabaunsee High School, board members, employees, or agents from any claim whatsoever on account of first aid, treatment or service rendered me or my minor child or ward during participation in utilization of the weight room on school property.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

Releasor further states that _____ [please print your name]
has carefully read the foregoing release and knows the contents thereof and signs this release as
_____ [please initial] my own free act.

In witness whereof, releasor has executed this release at
_____ [designate place of execution] the day and year first above written.

[Signature]

FOR OFFICIAL OFFICE USE ONLY

Name of Office Personnel: _____

Date: _____

**WAIVER AND RELEASE OF RIGHTS TO AND/OR CLAIMS FOR DAMAGES ARISING
FROM PERSONAL INJURY OR PROPERTY LOSS AND WAIVER OF WAGES**

I, the undersigned, _____ (please sign), hereby waive and release, on behalf of myself and my organization, any and/or all claims which may result in injury, death or other damages resulting from any and all personal injuries either real or imagined that arise out of my use of any and all USD 329 facilities. I acknowledge and agree USD 329 is not responsible for any medical, hospital, expenses and/or charges incurred in medical treatment or hospitalization resulting from any injury, accident or any other loss sustained as a result of my use of any and all USD 329 facilities. Furthermore, I understand and agree that I am responsible for any loss or damage to my personal property whether by theft, destruction or otherwise which I may suffer while actually engaged in using any and all USD 329 facilities. I understand and have been notified that I am not covered by any and all USD 329 insurance or compensation programs.

Dated this _____ day of _____, 20_____.

Signature

