

**MULLEN PUBLIC SCHOOLS**  
**ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, and**  
**INDEMNIFICATION AGREEMENT FOR USE OF SCHOOL FACILITY FOR**  
**SUMMER STRENGTH & CONDITIONING TRAINING**

I am the parent of the student identified below, who will be enrolled in the school district during the 2020-21 school year. My student is planning to participate in Mullen Public School's summer conditioning program. My child has my permission to participate in the program and I understand that the following conditions apply to his/her participation:

**Acknowledgment of Activity and Assumption of Risks.** I understand that participating in physical fitness exercises, athletics, endurance training, cardiovascular training, weight lifting, including without limitation any use of or presence in or near a weight room, and all other strength and conditioning activities in or around the School District's facilities and/or in relation to any School District activities (collectively, the "Activities") involve inherent risks. I, for myself and for my Student, understand, acknowledge, and agree that my student's participation in the Activities may subject my Student to an increased risk of being exposed to, being infected with, and suffering from communicable diseases such as the novel coronavirus and COVID-19, including without limitation all attendant bodily injuries and sickness up to and including death, and that my student's participation in the Activities may be dangerous, strenuous, hazardous, and/or present risks to my Student's health. I understand that participation in the Activities involves certain inherent risks and that, regardless of the precautions taken by the School District or the participants, including without limitation following the recommendations of federal, state, and local health officials, such as those of the Center for Disease Control and others, some bodily injury and/or disease may occur. These injuries include but are not limited to burns, cuts and lacerations, eye injuries, loss of hearing, muscle strain, sprains, dislocated joints, broken bones, back injury, head injury, contraction of infectious disease, or other bodily injuries that could result in disease, sickness, suffering, permanent disability, quadriplegia, and even death. These injuries may result from hazards such, as but not limited to, stepping on uneven ground, lifting or carrying objects, being struck by failing equipment and/or objects, being burned, catching fire, colliding with fellow participants and/or spectators, being exposed to communicable diseases, contracting communicable diseases, suffering from symptoms of communicable diseases, and/or other injuries. I have discussed these risks with my Student and he or she is fully informed of the inherent risks, and all potential consequences of the same. I, for myself and my Student, hereby assume the risk of any and all such injuries that may occur as a result of Student's participation in the Activities.

**Declaration.** I declare that Student is in good physical condition and suffering from no condition, impairment, ailment, or other illness that would prevent my Student from fully participating in the Activities. I acknowledge that my Student has either had a physical examination and has specifically been given permission by his or her physician to engage in the Activities at this time or that my Student and I have decided that Student will participate in the Activities without the express approval of a physician and we each do hereby assume all responsibility for such decisions.

**Release of Liability, Waiver, and Indemnification.** In consideration of permission granted by the School District for Student to participate in the Activities, I do hereby waive, release, and forever discharge the School District, its board of education, officers, agents, employees, volunteers, coaches, sponsors, insurers, legal counsel, and representatives (the "Released Parties") from any and all claims, including without limitation

any and all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action (hereinafter, "Claims") that I, my Student, or one of our heirs, executors, administrators, or assigns may have against the Released Parties for all damages whatsoever, including without limitation any and all bodily injuries or loss of property which result from Student's participation in the Activities, whether such injuries are caused by my negligence or the negligence of one or more of the Released Parties. Further, and without affecting the release and waiver stated herein, I agree to hold harmless, defend, and indemnify the Released Parties against any and all Claims that arise out of, are related to, or are in connection with Student's participation in the Activities. I also agree to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit that my Student or I bring against one or more of the Released Parties for any injury or loss my Student or I claim to have suffered.

**Expectation to Comply with Instructions and Directives.** I understand my Student is expected to follow all instructions given to him/her by the adults who will be supervising the summer conditioning, including but not limited to complying with all directives and guidelines suggested by the Centers for Disease Control and local health authorities. I have reviewed those guidelines with my son/daughter.

I, the undersigned, and my Student have read this Acknowledgment, Waiver, and Release and understand all its terms. I, for myself and on behalf of my Student, execute it voluntarily and with full knowledge of its significance. **I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY, WAIVER, AND AN INDEMNIFICATION AND THAT I SHOULD READ IT CAREFULLY BEFORE SIGNING.** I knowingly, voluntarily, and fully informed hereby give my permission for Student to participate in the Activities.

**STUDENT'S NAME:** \_\_\_\_\_

Parent(s) Name: \_\_\_\_\_ Parent's Phone #: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_