

## **ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT FOR USE OF SCHOOL FACILITY**

I am the User identified below. I would like to use one or more facilities of the School District. I understand that the following conditions apply to my use of, or presence at, any of the School District's facilities. I understand that using School District facilities for any purpose contained in this document is voluntary, and that I am under no obligation to sign this document or use any School District facilities.

**Acknowledgment and Assumption of Risks.** I understand that using (or being present at, in, or around) the School District's facilities or operations, including without limitation for the purposes of physical fitness exercises, athletics, sports, training, practice, endurance training, cardiovascular training, weight lifting, strength and conditioning activities, walking, hiking, running, swimming, other recreational activities, and for any other uses permitted by School District Policy, whether as a participant, spectator, guest, visitor, observer, attendee, or otherwise (collectively, the "Use of the Facilities") involves inherent risks. I understand, acknowledge, and agree that my Use of the Facilities may subject me 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 my Use of the Facilities may be dangerous, strenuous, hazardous, and/or present risks to my health. I understand that Use of the Facilities 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 contraction of infectious disease, burns, cuts and lacerations, eye injuries, loss of hearing, muscle strain, sprains, dislocated joints, broken bones, back injury, head injury, 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, being exposed to communicable diseases, contracting communicable diseases, suffering from symptoms of communicable diseases, stepping on uneven ground, lifting or carrying objects, being struck by failing equipment and/or objects, being burned, catching fire, colliding with fellow participants, spectators, guests, visitors, observers, attendees, volunteers, students, and/or other injuries. I have considered these risks and I am fully informed of the inherent risks, and all potential consequences of the same. I hereby assume the risk of any and all such injuries that may occur as a result of my Use of the Facilities.

**Declaration.** I declare that I am in good physical condition and suffering from no condition, impairment, ailment, or other illness that would prevent me from Use of the Facilities. I acknowledge that I have either had a physical examination and have specifically been given permission by my physician to engage in Use of the Facilities at this time or that I have decided that I will engage in Use of the Facilities without the express approval of a physician and I hereby assume all responsibility for such decisions.

**Release of Liability, Waiver, and Indemnification.** In consideration of permission granted me by the School District for Use of the Facilities, 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, or one of my 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 my Use of the Facilities, 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 my Use of the Facilities. I also agree to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit that my heirs, executors, administrators, assigns, or I bring against one or more of the Released Parties for any injury or loss I claim to have suffered.

**Expectation to Comply with Instructions and Directives.** I understand that I am expected to follow all instructions given to me by the supervising coach, school district employee, or person, if any, providing me access to the School District's facilities, 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.

I, the undersigned, have read this Acknowledgment, Waiver, and Release and understand all its terms. I 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.**

**USER'S NAME:** \_\_\_\_\_

User's Phone #: \_\_\_\_\_

User's Email Address: \_\_\_\_\_

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_