

Risk Management 2413 LaPorte Ave Fort Collins CO 80521 (970) 490-3506

Athletics In-State, Overnight Field Trip Release, Indemnity, and Assumption of Risk 2022 Fall Sports Season

Participation in sports sponsored by PSD may include both in-state and out-of-state overnight travel for regular and post-season competition, tournaments, camps, and other events usual and customary to the sport. Participation in overnight travel associated with any sport is voluntary. The coach for each sport your child participates in should provide you with a tentative schedule for all anticipated overnight travel associated with the sport. If you do not receive this information, you may contact the coach or the school's Athletic Director and request this information. You or your student may opt out of any event requiring overnight travel. If this Release, Indemnity, and Assumption of Risk (the "Release") is completed and submitted to the school's Athletics Department, it is assumed your child will be participating in all in-state overnight travel for the associated sport your child is participating in unless you communicate in writing otherwise. A separate release, indemnity and assumption of risk is required for all out-of-state travel and all other in-state, overnight travel (e.g., travel related to the fall sport that occurs outside the 2022 Fall sports season).

In order for your child to participate in in-state overnight travel for regular and post-season competition ("In-State Overnight Travel") associated with a PSD-sponsored sport, you and your child must sign the Release. For purposes of the Release, In-State Overnight Travel includes travel to Laramie and Cheyenne, Wyoming. The Release applies to the PSD-sponsored sport your child participates in during the 2022 Fall sports season, which generally runs between August 1, 2022, to December 3, 2022, and is more specifically identified on the Colorado High School Activities Association calendar (<u>https://chsaanow.com/sports/2021/9/21/2022-23-CHSAA-Calendar.aspx</u>).

This Release, Indemnity and Assumption of Risk, made this _____ day of _____, 2022, is given by

______("Student") and the Student's parent(s) or legal guardian(s) ______("Parent(s)") in

Parent or Legal Guardian Name(s)

favor of Poudre School District R-1 ("School District").

In consideration of permission granted by the School District for Student to participate in In-State Overnight Travel as defined above for the sport Student participates in during the 2022 Fall sports season, for regular and post-season competition, Student and Parent(s) hereby covenant and agree as follows:

In voluntarily executing the Release, Student and Parent(s) are providing permission for Student to participate in In-State Overnight Travel unless Student or Parent(s) opt the Student out of any or all such In-State Overnight Travel. If Student or Parent(s) would like to opt the Student out of all In-State Overnight Travel, this Release does not need to be completed. If Student or Parent(s) would like to opt the Student out of some, but not all, In-State Overnight Travel, Parent(s) should complete this Release and communicate with the Student's coach in writing prior to each In-State Overnight Travel event in which the Student will not participate.

Student and Parent(s) understand that risks associated with In-State Overnight Travel include, but are not limited to, loss or damage to personal property, injury, permanent disability, fatality, and exposure to inclement weather.

Student and Parent(s) release and hold harmless the School District and its board members, employees and agents from any and all liability, claims, causes of action, damages and demands of any kind whatsoever (except willful and wanton acts or omissions) that Student and/or Parent(s) may have against the School District and its board members, employees and/or agents for any and all damages that may arise out of or in connection with In-State Overnight Travel.

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Parent(s) agree to indemnify, defend and hold harmless the School District and its board members, employees and agents from and against any and all claims, liabilities and causes of action, including attorney fees and costs, for injury of any person caused by Student and/or for damages to or destruction of any property caused by Student, which may arise out of or in connection with Student's participation in In-State Overnight Travel. Parent(s) also agree to indemnify, defend and hold harmless the School District and its board members, employees and agents from and against any and all claims, liabilities and causes of action, including attorney fees and costs, for injury to Student and/or for damages to or destruction of property belonging to Student or Parent(s), which may arise out of or in connection in In-State Overnight Travel.

Student and Parent(s) understand that the School District is protected from liability under the Colorado Governmental Immunity Act for injuries and damages that may arise out of or in connection with In-State Overnight Travel and understand that any injuries or damages arising out of or in connection with In-State Overnight Travel may not be covered by School District insurance. For these reasons, it is recommended that Student or Parent(s) obtain appropriate insurance from qualified sources to cover medical expenses and other costs that could result from injury to the Student, and damage to or destruction of property belonging to the Student or Parent(s), which may arise out of or in connection with the Student's participation in In-State Overnight Travel.

The School District has information available regarding accident and health insurance that may be purchased to cover Student's participation in In-State Overnight Travel. Student or Parent(s) may enroll at www.studentinsurance-kk.com. More information is available at https://www.psdschools.org/schools/safety-and-emergencies/student-accident-insurance.

Student and Parent(s) understand that the Student shall be subject to the School District's Student Rights and Code of Conduct at all times related to Student's participation in In-State Overnight Travel, as well as all other applicable School District policies and rules. As a condition of participating in In-State Overnight Travel, Student shall comply with all instructions and safety precautions communicated by school officials. Parent(s) hereby agree that in the event of Student's repeated or serious violation of the Code of Conduct and/or failure to comply with instructions or safety precautions communicated by school officials, Student's participation in In-State Overnight Travel may be terminated early and Parent(s) may be required to pay all costs of sending Student home if deemed necessary and if Parent(s) are informed in advance that Student is being sent home.

Student and Parent(s) understand that if the Student is injured or becomes ill and it is necessary for the Student to return home or for the Parent(s) to meet the Student to escort him or her home, the Parent(s) may be required to pay all costs. School District shall have the authority to cancel or terminate In-State Overnight Travel and related on-site activities in accordance with its policies or best judgment.

We, the undersigned Student and Parent(s), have read this release, indemnity, and assumption of risk, and understand all of the terms thereof, the nature of the In-State Overnight Travel to which they apply, and the risks and dangers that may exist in allowing Student to participate in In-State Overnight Travel. We execute this document voluntarily and with full knowledge of the rights we are giving up and the obligations we are assuming, effective as of the date first above written.

Signature of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Signature of Student