

Risk Management 2413 LaPorte Avenue Fort Collins CO 80521 970.490.3627

## **Release, Indemnity & Assumption of Risk: Summer Athletic Programs**

Poudre School District R-1 (the "District") offers students the opportunity to participate in certain athletic programs when school is out of session for summer break. Participation in the athletic programs is strictly voluntary and subject to the terms and conditions specified in this Release, Indemnity & Assumption of Risk. For your child to participate in the sport listed below during summer break 2024, you <u>and</u> your child must sign this Release, Indemnity & Assumption of Risk, and return to the head coach on or before summer participation may begin.

## The sport to which this Release, Indemnity & Assumption of Risk applies: \_

A separate Release, Indemnity & Assumption of Risk must be completed for each sport.

This Release, Indemnity and Assumption of	Risk made this _	day of	, 20 <u></u> , is
given by	("Student") and	d the Student's parent(s)	) or legal guardian(s
	("Parer	nt(s)") in favor of the Dist	rict. The mailing

address for the student's residence is:

Street Address	City	State	Zip Code

In consideration of the District allowing the undersigned Student to participate in the sport listed above including day travel within Colorado or to Laramie or Cheyenne, Wyoming (the "Sport"), the Student and his/her Parent(s) hereby covenant and agree as follows:

Student and Parent(s) hereby release and hold harmless the 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 District, its board members, employees and/or agents for any and all damages, including personal injury to the Student, that may arise out of or in connection with Student's participation in the Sport.

By its nature, participation in athletics includes certain risks and dangers particular to the Sport, including the risk of injury ranging in severity from minor to catastrophic and long-term. Student and Parent(s) understanding and appreciating the risks and dangers that may exist in allowing the Student to participate in the Sport, assume the risk of any and all damages, including personal injury, which the Student may incur as a result of participating in the Sport and that, while the District seeks to do what is reasonable to ensure that participants in the Sport are safe and protected, the District cannot guarantee the Student's safety, and expressly disclaims any representation or undertaking that the activities associated with participation in the Sport are safe for the Student and further disclaims any and all liability or responsibility for any illness or infection, including, but not limited to COVID-19, that may occur from or in connection with the Sport.

Parent(s) agree to indemnify, defend and hold harmless the 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 the Sport. Parent(s) also agree to indemnify, defend and hold harmless the 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 the Student and/or for damages to or destruction of property belonging to the Student or Parent(s), which may arise out of or in connection with Student's participation in the Sport.

The District may provide transportation for students to and from events and activities associated with participation in the Sport. However, the District may be unable to provide transportation in all circumstances and to all events and activities. The nature of some sports requires practices and competitions to be held off-campus, limiting the District's ability to provide transportation on every occasion. Student and Parent(s) hereby acknowledge and understand that the District does not assume any responsibility for the Student's transportation when District transportation is not used and the Student and/or Parent(s) are solely responsible for making appropriate arrangements to and/or from the athletic practice or competition.

Student and Parent(s) understand that the District is protected from liability under the Colorado Governmental Immunity Act for injuries and damages that may arise out of or in connection with the Sport and understand that any injuries or damages arising out of or in connection with the Sport may not be covered by the District's 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 the Sport. The District has information available regarding accident and health insurance that may be purchased to cover Student's participation in the Sport. Student or Parent(s) can find more information and links to enrollment forms at: <u>https://www.psdschools.org/risk-</u> management/student-insurance.

Student and Parent(s) understand that the Student shall be subject to the District Code of Conduct at all times related to Student's participation in the Sport regardless of location, including travel to and from sites where the Sport and related activities take place. As a condition of participating in the Sport, Student shall comply with all instructions and safety precautions communicated by school and site officials.

We the undersigned Student and Parent(s) have read this Release, Indemnity & Assumption of Risk and understand the nature of the Sport to which it applies, and the risk of injury associated with Student's participation in the Sport. We also understand and agree to abide by the provisions of this form, which are a necessary condition of Student's participation in the Sport. 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.

PRINT Student Name

SIGNATURE of Student

Phone Number

PRINT Parent or Guardian Name

SIGNATURE of Parent or Guardian

Phone Number

Please provide medical information the District should be aware of (please use a second page if needed):

Health and/or medical conditions, including any allergies:

Disabilities and required accommodations and/or restrictions:

Medications the student athlete takes:

Is there someone you would like the District to contact in the event we are unable to get ahold of you in an emergency?

Emergency Contact

Relation to Student

Phone Number

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This form must be kept on file at the school for 3 years. Forward original to Risk Management if any incident occurs while the Student is participating in the Sport