ACKNOWLEDGEMENT OF RISK & HOLD HARMLESS AGREEMENT For Return to Extra-Curricular Activities

STUDENT NAME:

____ GRADE: _____ PHONE: _____

LAST, FIRST (please print)

ACKNOWLEDGEMENT OF RISK

We acknowledge that the above-named student (herein, "Participant") could sustain various injuries and illnesses, including physical injury, death, or other consequences arising or resulting from return to participation in extra-curricular activities including sports, cheer, band, chorus and orchestra (inclusively defined as "Activity"). BY ITS NATURE, PARTICIPATION IN THIS ACTIVITY INCLUDES A RISK OF ILLNESS OR INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO LONG-TERM CATASTROPHIC OR EVEN DEATH. This risk includes, but is not limited to, becoming infected with COVID-19 or other communicable diseases. ANY injuries or illnesses sustained while participating in this Activity could result in a serious impairment of Participant's health, future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life. It is impossible to eliminate all risk, including the risk of infection. Participant can help and shall have the responsibility to reduce the chance of injury or illness by following instructions and adhering to applicable rules and regulations.

PARENT/PARTICIPANT AGREEMENTS RELATED TO COVID

We acknowledge that Participant will have his/her temperature taken prior to practice and will be required to answer COVID-19 related medical questions prior to practice, which is hereby authorized by the Parent/Guardian. Participant agrees to: answer medical screening questions honestly; wear a face covering at all times; maintain social distancing; follow the Coach/Instructor's directives; and, adhere to public health authorities' guidelines. Participants may not share equipment (balls, bats, mats, instruments) or personal care items (such as water, sunscreen, chapstick, snacks). Parents/Guardians and Participants acknowledge that these health requirements may change as State and local health guidelines change. Participants agree to comply with new requirements, if any, imposed by the State or Boulder County.

RESPONSIBILITY FOR MEDICAL BILLS AND EMERGENCY CARE

In consideration of the possibility of an illness or accident, we hereby consent to emergency transportation and treatment, as necessary. We hereby accept responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills. We acknowledge that the St. Vrain Valley School District ("District") **DOES NOT** purchase health or accident insurance for students who are participating in this Activity.

ASSUMPTION OF RISK AND RELEASE OF ALL CLAIMS

We hereby assume all risk of illness, injury, and/or property damage or loss, and waive any right of recovery from, or to bring suit against, the District, its employees, volunteers, or agents, for any personal illness, injury, death, or other consequences, including property damage or loss, sustained or incurred by Participant and arising directly or indirectly from his or her participation in this Activity. This release is not to be construed as a contractual waiver by the District of any immunities or defenses provided to the District by the Colorado Governmental Immunity Act, or by other statutes or common law.

HOLD HARMLESS

We agree on behalf of our Participant student, ourselves, our heirs and personal representatives, that we hereby release and hold harmless the District, its agents, employees, coaches, officials, sponsors, and other participants and their respective heirs, personal and legal representatives, guardians, successors and assigns (collectively "Releasees"), from and against all loss, costs, damages, illnesses, injuries, liabilities, claims and causes of action whatsoever arising out of or directly or indirectly related to Participant's in the Activity.

PARENT OR GUARDIAN PERMIT

Parent or Guardian hereby give permission for student named above (Participant) to participate in this Activity.

I HEREBY AFFIRM THAT I HAVE READ THIS ACKNOWLEDGEMENT OF RISK & HOLD HARMLESS AGREEMENT FOR RETURN TO EXTRA-CURRICULAR ACTIVITIES; BEFORE ACKNOWLEDGING AND SIGNING BELOW, FULLY UNDERSTAND ITS TERMS; UNDERSTAND THAT I AND THE STUDENT HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF THE STUDENT ASSOCIATED WITH THIS AGREEMENT; AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

ACKNOWLEDGEMENT BY PARENTS AND/OR LEGAL GUARDIANS OF STUDENT PARTICIPANTS: By acknowledging and signing below, I agree to verify the following: 1) I am the parent or legal guardian for the student associated with this waiver, 2) that as parent/legal guardian with legal responsibility for this student, I consent and agree to assume the risks of his/her participation in these programs, and 3) I specifically agree to his/her release as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kind, I release and agree to indemnify the Releasees from any and all liabilities incident to the student's involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Student (Participant) Signature

Date

Parent/Guardian Signature

Date

NOTE: Each school is to retain a copy of the signed agreement for each participant in the school office. The retention period for the agreements is seven years. A signed copy **must** be on file prior to participation.

COMPLETED:

DATE:

SIGNATURE OF SCHOOL OFFICIAL