

NORTHWEST INDEPENDENT SCHOOL DISTRICT

Release of Liability for Student Participation in the Homecoming Parade  
October 12, 2022, 6:00 PM

Student Name: \_\_\_\_\_ (“Student”) School Year: \_\_\_\_\_

Name of Group Sponsoring the Float: \_\_\_\_\_

Name of Person Driving the Float: \_\_\_\_\_

Driver’s TX Driver’s License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Coach/Sponsor Signature \_\_\_\_\_

The Homecoming Parade will begin at Northwest High School. All participants in the parade and on floats must be seated or restrained in a manner to prevent accidents. Each person riding on the float must sign a copy of this Release.

**Carefully read this release. It includes a release of claims against Northwest Independent School District and its employees, Board of Trustees (“Board”), officers, agents, program directors, instructors, and volunteers, (collectively the “District”), including but not limited to, a release of any and all claims caused by the negligence or strict products liability of the District.** This release is to be construed as broadly as possible. It includes a release of claims against the District for its, joint or singular, sole or contributory, negligence or strict liability, including liability arising from the alleged violation of any statute (other than those prohibit discrimination based on race, age, sex, or other classification which has experienced historical discrimination), resulting from, relating to, or arising out of participation, directly or indirectly, as a participant or spectator, or in any other capacity, in the Homecoming Parade (“Parade”).

1. I understand that the District’s agreement to allow the Student to participate in the Parade and / or enter a float in the parade does not imply District sponsorship and/or endorsement of the views or actions expressed by the Student’s participation in the Parade.
2. I understand that I am solely responsible for any and all expenses related to participation in the Parade.
3. In accordance with Board Policies FNAB (LEGAL) and FNAB (LOCAL), I understand that all participants in the Parade must comply with all District Board Policies in the use of the District’s facilities and/or the District’s / campus’ name.
4. I understand as a participant in the Parade, that District students are subject to District guidelines, policies, and procedures, including, but not limited to, the District Student Code of Conduct.
5. I understand participation in and use of transportation during, to, and from the Parade and/or participation in the Parade is purely voluntary and at my sole discretion. The District is not encouraging my participation and I will not suffer any adverse impact if I elect not to participate.

6. I, the undersigned, assume complete responsibility for selecting a form of transportation used for the Parade that complies in all ways with the following guidelines: the transportation method must be lawfully permitted to operate on Texas public roads. Prohibited transportation methods include, but are not limited to: lawn mowers, four-wheelers, and mini bikes.
7. I, on behalf of myself and/or the Student, agree to allow the Student to participate in the Parade. I understand the Parade involves health risks and/or a danger of accidents, including the possibility of death. I understand that although the District considers the health and well-being of all its students to be important, that there are inherent risks associated with the Parade, and the District does not have the ability to exercise similar control over the environment as the Student may otherwise experience on campus. Knowing this I assume any risks. I authorize the District, its employees, volunteers, program directors and/or instructors to act as Agents for the undersigned for the limited purpose of consenting to Medical, Surgical, and/or Dental examination and/or any and all other Treatments deemed necessary by medical personnel.
8. In consideration of the District allowing the Student to participate in the Parade and other good and valuable consideration, the receipt of which is acknowledged, **I, on behalf of myself, the Student (whether myself or someone else), any other minor child or legally incapacitated person for whom I can execute this document, my heirs, assigns and any other person or entity claiming to have legal rights by and through me, release and agree to defend, indemnify, and hold harmless, the District and its employees, Board of Trustees, officers, volunteers, agents, program directors and/or instructors, from all claims of and/or liability for personal injury, property damage or wrongful death, including, but not limited to, claims or liability of the District based, directly or indirectly, on the District's negligence, contributory negligence, strict products liability, and/or liability under any statute resulting from, relating to, or arising out of: (i) participation in the Parade; (ii) transportation during, to or from the Parade; (iii) operation of any equipment connected to the Parade; (iv) use of any of the District's facilities, equipment, or tools; (v) the District's supervision, whether proper or improper, or failure to supervise students, participants, volunteers or educators; and/or, (vi) any other act or omission of the District or its students resulting from, relating to, or arising out of the Parade.** I intend this release to be as broad as possible.
9. This is not a waiver of the District's immunity. I am authorized to sign this release. I agree to indemnify and defend the District if I am not authorized to sign and legally bind the registrant or if the person named herein attempts to rescind this Release. If any term of the Release is deemed void or voidable, it shall not affect the enforceability of anything else in the Release.
10. This Release was prepared and executed in Denton County, Texas. The consideration for this Release was provided in Denton County, Texas. This Release is to be enforced and construed pursuant to Texas law, without regard to the location of any occurrence which may be subject to this Release. In the event of a lawsuit, I agree that the forum and venue shall be a state district court in Denton County, Texas. I understand that without my execution of this Release and my agreement that Texas law governs any dispute regarding the effect of this Release, the District will not permit me to participate in the Parade.
11. The parties signing below agree they were advised to consult with legal counsel of their choosing before signing this Release, that they had adequate time to consider this Release, and that they have completely read and understood the terms of this Release. The decision to execute this Release is not based on any representation or promise by the District. The Release supersedes any representations or promises made before execution of the release. The parties executing the Release have relied solely on their own judgment in executing it.

By my signature below, I agree to these terms and confirm my desire that the Student be included in the Parade.

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Student: \_\_\_\_\_

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

Emergency Contact Number (parent cell/home #): \_\_\_\_\_