

ACKNOWLEDGEMENT OF RISK & HOLD HARMLESS AGREEMENT

Extracurricular Activities

Student's Name _____ Grade _____

Parent(s)/Guardian(s) Name _____

ACKNOWLEDGMENT OF RISK

We hereby acknowledge that the above named student ("Student") is a student in the Eagle County School District RE-50J ("District") and that Student could sustain various injuries and illnesses, including physical injury, death, or other consequence arising or resulting from Student's participation in the extracurricular activities, including but not limited to sports, cheer, band, chorus and orchestra (inclusively referred to herein as "Activity"). BY ITS NATURE, PARTICIPATION IN THIS ACTIVITY INCLUDES A RISK OF INJURY OR ILLNESS 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 illnesses or injuries sustained while participating in this Activity could result in serious impairment of Student's health, future abilities to earn a living, to engage in other business, social or recreational activities, and generally to enjoy life. It is impossible to eliminate all risks, including the risk of infection. Student can help and shall have the responsibility to reduce the chance of illness or injury by following instructions and adhering to all applicable rules and regulations.

PARENT/STUDENT AGREEMENTS RELATED TO COVID-19

We acknowledge that Student will have his/her temperature taken prior to participation in the Activity and will be required to answer COVID-19 related screening questions which are expressly permitted by Parent/Guardian. Student and Parent/Guardian agree and acknowledge that Student shall: answer medical screening questions honestly; wear a face covering when requested; follow the Coach/Instructor's directives; and adhere to all public health authority guidelines. Student shall not share equipment (balls, bats, instruments) except as outlined by the school district athletic plans, which adhere to the guidance and rules provided by the Colorado High School Activities Association (CHSAA) or personal care items (such as water bottles, sunscreen, chapstick, snacks) with any other participant in the Activity.

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 necessary. We hereby accept responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills. We acknowledge that the 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 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 Student and arising directly or indirectly from his or her participation in this Activity. This release shall not 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 Student, ourselves, our heirs and personal representatives that we hereby release and hold harmless the District, its agents, employees, officials, coaches, volunteers, sponsors, and other participants and their respective heirs, personal and legal representatives, guardians, successors and assigns, from and against all loss, costs, damage, illnesses, injuries, liabilities, claims, and causes of action whatsoever arising out of or directly or indirectly related to Student's participation in the Activity.

PARENT/GUARDIAN PERMISSION

I, the parent or legal guardian of Student, do hereby give permission for Student to participate in this Activity.

Student and parent/guardian have thoroughly read the statements and conditions stated above under the headings: ACKNOWLEDGEMENT OF RISK, PARENT/STUDENT AGREEMENTS RELATED TO COVID-19, RESPONSIBILITY FOR MEDICAL BILLS AND EMERGENCY CARE, ASSUMPTION OF RISK AND RELEASE OF ALL CLAIMS, HOLD HARMLESS, and PARENT/GUARDIAN PERMISSION. We understand and agree to the terms of this Agreement, which is a legally binding document, as noted by the following signatures:

Parent Name (signature) Date

Student Name (Signature) Date

Parent Name (printed)

Student Name (Signature) Date

INSURANCE WAIVER

I understand that interscholastic and extracurricular athletics and activities may, by their very nature, put my child/ward in situations where serious, catastrophic and perhaps even fatal accidents may occur. No amount of instruction, supervision, training or precaution will totally eliminate all risk of injury. I further understand that Eagle County School District RE-50J ("District") does not provide accident health insurance coverage for participation in athletic activities, and that insurance is made available by the District for me to purchase through an outside, third-party provider. I further understand that it's my responsibility as parent/legal guardian to provide health accident insurance coverage for my child/ward.

I hereby certify my child/ward ☐ DOES ☐ DOES NOT have health accident insurance coverage.

I hereby certify that I assume full and complete financial responsibility for any and all costs incurred due to any injury or accident occurring during my student's participation in the athletic program, including, but not limited to costs for emergency medical attention or treatment.

Parent Name (printed)

Date

Parent Signature