

## PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISKS

Print Form

Risk Management Mat-Su Borough School District 501 North Gulkana St. Palmer, Alaska 99645 P (907) 746-9213 || F (907) 761-4091 Send completed forms to: <u>RiskManagement@matsuk12.us</u>

Student Name		
Activity and Location	Date	
School	School Year	
Emergency Contact	Phone #	

Please select one:

\_\_\_\_ I am an adult completing the form for myself or I am an emancipated minor.

I am a parent or legal guardian completing this form on behalf of my minor student.

## After reading about the risks of participation, please review the paragraphs below, initial the insurance notification statement, and sign the second page acknowledging that you have read and understood all items outlined herein.

## Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

I understand that all co-curricular and extra-curricular activities and courses conducted off District owned or controlled property have a certain degree of inherent risk which includes known and unknown risks. I understand that such risks may result in personal injury, illness, psychological injury, death, or property damage. I understand that any of these may impair the participant's future ability to earn a living, to engage in business, social, and recreational activities, and to generally enjoy life. I understand the following describes some but not all of the risks:

- Inadequate supervision, and failure to give adequate warnings or instructions
- Failure by participants to heed warnings or follow instructions
- The participant's own negligence and the negligence of others
- Slipping, tripping, or falling
- Failure to properly maintain vehicles and vehicular accidents
- Violence/unlawful acts perpetrated by any individual
- Exposure to animals and animal attacks
- Exposure to or contraction of bacteria, viruses, and diseases, including COVID-19

## I understand that the Matanuska-Susitna Borough School District (District) will <u>NOT</u> assume any liability or responsibility for injury, illness, death, damages, losses, or costs that may occur or be incurred resulting from participation in this activity or course.

I agree that participation in the activity or course is **VOLUNTARY** and based on my independent assessment of all of the risks set forth above.

By signing below, I acknowledge that the participant and I are **ULTIMATELY RESPONSIBLE** for my/his/her own safety during participation in this activity or course, including the use of facilities and equipment.

\_\_\_\_\_ (please initial) I understand that primary accident and medical insurance coverage is my responsibility, and I have been made aware of my ability to purchase Myers-Stevens & Toohey, Inc. Student Accident Insurance.

In the event of an injury or illness related to participation in this activity or course, I give my consent for emergency treatment, hospitalization, or other medical treatment as may be deemed necessary by emergency medical personnel, hospitals, physicians and other medical providers.

IN CONSIDERATION FOR PERMISSION TO PARTICIPATE IN THIS DISTRICT ACTIVITY OR COURSE, I FOR MYSELF, THE PARTICIPANT, AND ANY HEIRS, SUCCESSORS, EXECUTORS, AND SUBROGEES, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE AND FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS BOARD MEMBERS, ADMINISTRATORS, TEACHERS, COACHES, AGENTS AND INSURERS, FROM ANY AND ALL CLAIMS OF LIABILITY FOR INJURY, ILLNESS, DEATH, DAMAGES, LOSSES, OR COSTS THAT MAY OCCUR OR BE INCURRED RESULTING FROM PARTICIPATION IN THIS ACTIVITY OR COURSE.

Having read the statements above and having understood the dangers and potential risks involved with participation in the listed activity or course, I hereby give my consent as an adult or emancipated minor participant or the parent/legal guardian of the participant, \_\_\_\_\_\_\_, to participate in the

activity or course.

Name of participant

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS. By signing, I acknowledge that a court of law may determine that I have waived my right to maintain a lawsuit for any claim which I have released above.

Parent/Guardian or Adult Student Signature

Date