FLUSHING COMMUNITY SCHOOLS

USE OF FIELDHOUSE EQUIPMENT, ACCIDENT WAIVER, AND RELEASE OF LIABILITY

In consideration of being allowed to utilize the Flushing Community Schools Fieldhouse athletic equipment, track, and other facilities, the undersigned acknowledges and agrees as follows:

1. I acknowledge that use and operation of the Fieldhouse athletic equipment, track, and other facilities carries with it the risk of injury, including but not limited to bruises, cuts, muscle tears, sprains, strains, broken bones, closed head injuries, and other serious impairments and injury to my body, general health and well-being;
2. I understand the physical nature and health hazards of utilizing the Fieldhouse athletic equipment, track, and other facilities, and represent that I am qualified, in good health, and in proper physical condition to participate in the use of the Fieldhouse athletic equipment, track, and other facilities;
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, and assume full responsibility for my operation of such athletic equipment and my use of the Fieldhouse facilities, and for all consequences which may result;
4. I willingly agree to comply with the stated and customary terms and conditions for use of the athletic equipment, track, and other facilities;
5. I, for myself and on the behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS Flushing Community Schools**; their officers, officials, agents, employees, and volunteers, with the respect to any and all injury, disability, death, or loss or damage to person or property resulting from or related to my use/operation of such equipment/facilities.

This accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____	_____	___	_____	___/___/___
Print Participant's Name	Home Address	Age	Signature	Date

I, the minor's parent/and or legal guardian, understand the physical nature and health hazards of utilizing the Fieldhouse athletic equipment, track and other facilities, and represent that the minor's health, experience, and capabilities are such that I believe the minor to be qualified to utilize the same. I **HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS TO THE EXTENT PERMITTED BY LAW Flushing Community Schools**; their officers, officials, agents, employees, and volunteers, with the respect to any and all injury, disability, death, or loss or damage to the minor or other person or property resulting from or related to the minor's use/operation of such equipment/facilities.

_____	_____	_____	___/___/___
Print Parent/Guardian's Name	Home Address	Signature	Date

This accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF THE MINOR TO THE EXTENT PERMITTED BY LAW BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.