**LOS ALAMITOS UNIFIED SCHOOL DISTRICT**

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Student participating in the Los Alamitos High School Grad Night:

(Please print name): _____

**Waiver:** In consideration of being permitted to participate in activities for the Los Alamitos High School Grad Night (i.e., "The Activity"), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Los Alamitos Unified School District, its Board members, officers, employees, and agents from liability **from any and all claims including the negligence of the Los Alamitos Unified School District, its Board members, officers, employees and agents,** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries; to 3) catastrophic injuries including paralysis, drowning, and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in The Activity. I hereby **assert that my participation and that of my child is voluntary, and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Los Alamitos Unified School District, its Board members, officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity, and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I am the legal guardian of the listed student and have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

| _____ | _____ | _____ |
|---|---|---|
| **Parent Name (Print)** | **Parent Signature** | **Date** |

**Relationship to Student:** _____

❑ I am a legal guardian for the above student (Must be checked).