



AGREEMENT FOR TEAM PARTICIPATION

Including Waivers and Releases of Potential Claims and Statement of Other Obligations

This Agreement must be signed and returned along with Physical Examination and Clearance Form and Concussion and Head Injury Information Sheet to the Pleasanton Unified School District before a Student can participate in any Team Activities. Each Team on which Student hopes to participate must be listed below. If not listed below, a separate Agreement for Team Participation will be required at a later date but before participating can occur.

In consideration of permitting Student to participate in extracurricular activities or on a Team, including but not limited to any Sport, Cheerleading, Dance, Color Guard, or Marching Band (“Team”), and related try-outs, practices, pre-season or seasonal strength or training sessions or training camps, rehearsals, or actual participation in Team events, shows, performances, or competitions, or the traveling to or from any of these activities (“Team Activities”), the undersigned, Parent(s) or Legal Guardian(s) (“Parents”) of Student, on behalf of their heirs, executors, administrators and assigns, and on behalf of Student, hereby agree to the following terms and conditions:

1. **Voluntary Participation.** I give permission for Student to participate on Pleasanton Unified School District (“District”) Team or in Team Activities. Student and I understand and recognize that Student’s participation on any Team or in Team Activities sponsored by the District is strictly voluntary. Before participating on a Team or in any Team Activities, a properly executed Physical Examination and Clearance Form shall be submitted to the District via the Athletic Clearance process (valid for one academic year, including Fall/Winter/Spring Activities).

Student and I understand it is a privilege, not a right, to participate on Team or in Team Activities. The District reserves the right to revoke the privilege at any time, for any reason that does not violate state and federal laws or District policies or procedures. There is no guarantee that Student will make a Team, remain on a Team, or actively participate in Team Activities. Such determinations shall remain exclusively within the judgment and discretion of the supervising District employee or volunteer coach.

2. **Acknowledgment of Risk of Physical and Emotional Injury.** I acknowledge and understand there are risks associated with participating on a Team or in

Team Activities including, but not limited to: practices, games, and competitions (home and away); strength and conditioning sessions; sport specific skills training sessions; team travel and transportation by bus and/or volunteer parent carpools; film review, meetings, and strategy sessions; fundraisers and community service projects; team-building exercises, social functions, and end-of-season banquets/award ceremonies; pre-season, in-season, and off-season training; other related or incidental team functions. I understand that these injuries or occurrences may arise from Student's or other's actions, inactions, or negligence, or the nature of the Team or Team Activities. I also understand the emotional risks involved in playing on a Team or practicing in Team Activities, as well as the emotional risks connected to any physical injury that may result, i.e., stress, tension, depression, anxiety, etc.

Student is responsible for minimizing risk through responsible behavior. This includes adherence to District or the Team Activities rules, policies, instructions, and directions from teachers, coaches, supervisors, chaperones, volunteers, instructors, or any other District personnel ("Team Activity Personnel"). Failure to do so may significantly increase risk. Parents understand and agree that because of the dangers of participating on a Team or in Team Activities, it is important to follow Team Activity Personnel's instructions related to Team and Team Activities and to follow all applicable rules. I acknowledge that even if Student follows all directions, instructions, and rules, and exercises utmost personal care, there will remain a certain irreducible risk to the activity, and I accept that risk.

3. **Acceptance of Assumption of Risk.** I acknowledge and expressly assume all risks and dangers associated with Student's participation on Team and in Team Activities, whether described in this Agreement, known or unknown, and inherent or otherwise, and take full responsibility for any injury, illness, damage, or loss, including death, which Student may suffer, arising in whole or in part from Student's attendance at or participation on Team and in Team Activities.
4. **Indemnification/Hold Harmless.** To the fullest extent permitted by law, I hereby agree to indemnify and hold the District, its Board of Trustees, and each of them, officers, employees, and volunteers ("Released Party(ies)") harmless from any and all Claims caused by Student or brought against the District that are the subject of this Agreement. Such indemnification obligation shall not extend to a Released Party to the extent a claim is caused by the willful misconduct or gross negligence of that Released Party.
5. **Release of Liability.** To the fullest extent permitted by law, I, on my behalf and on behalf of the Student, completely absolve, waive, and release the Released Parties, and each of them, from any and all claims, demands, damages, or liabilities, including but

not limited to, those arising from the ordinary negligence of a Released Party, personal injury or illness, emotional distress, consequential damages, economic damages, attorneys' fees and costs, property damage or wrongful death ("Claim(s)"), which arise from or relate to participation in Team Activities. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party. I understand that Team or Team Activities and transportation to and from Team Activities are "field trips" for which the District has immunity from liability pursuant to Education Code Section 35330.

6. Consent to Medical/Dental Treatment/Care and Release of Medical Information.

All emergency medical information regarding the Student is on file with the District and is current. In the event of any injury, illness, accident, or medical emergency to Student during Team Activity, I authorize the District, through its Team Activity Personnel to administer first aid treatment to the Student as deemed necessary, and to make such arrangements for Student to receive medical care, including related transportation and consent to the administration of medical care by a medical professional to Student as Team Activity Personnel, in their sole discretion, deem necessary. I consent to the District's use and disclosure of the Student's protected health information as needed to perform any medical treatment deemed advisable by the District or any medical professional. I understand that in urgent or emergency care situations, notice to me or Emergency Contact(s) may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct any and all diagnostic, anesthetic, and/or medical care or treatment procedures (including surgery) deemed reasonable or necessary under the circumstances. All costs and expenses associated with such care are solely my responsibility. **Note: these authorizations may only be avoided if I file a current Objection to Medical Care with the District pursuant to Education Code Section 49407.**

7. Medical Insurance. NOTICE: Under State Law school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school district offering insurance or other health benefits that cover medical and hospital expenses. The District does not provide insurance to cover student accidents or injuries while the student is at school, going to or from school, or while attending District-sponsored activities. Information about these programs may be obtained at: <https://www.coveredca.com> & [Optional Student Insurance](#).

Education Code Section 32221 requires that such insurance covers medical and hospital expenses as follows: (a) a group or individual medical plan with accident benefits of at least \$200 for each occurrence and major medical coverage of at least \$10,000, with no more than \$100 deductible and no less than 80% payable for each

occurrence; (b) group or individual medical plans which are certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500; or (c) at least \$1,500 for all such medical and hospital expenses.

I understand I may meet this obligation by providing Insurance Company Name and Insurance Policy Number during the Student Athlete Clearance process. I agree that Student is covered, and will remain covered, during the length of the Team season or Team Activities and coverage exists in the amounts required by Education Code Section 32221.

8. **Medical and Emergency Contact Information.** I shall ensure the Student's current Emergency medical and contact information is on file with the District and, along with the Physical Examination and Clearance Form, accurately represents the Student's current known or suspected health and physical status. I agree to provide updated health or medical information during the course of the Student's participation in Team Activities as soon as reasonably known to the Student or me.
9. **Medical Condition.** I acknowledge it is my responsibility to inform the District of any medical condition, whether temporary or not, which affects the Student's ability to participate in Team Activities. I shall include all known medical conditions on Part 2 of the Physical Examination and Clearance Form. The District, in its sole discretion, may decide to prohibit Student from participating in Team Activities based on disclosure of medical conditions and/or require a release from a health care provider, as permissible within state and federal law.
10. **Student Conduct.** I understand that the Student is expected to abide by all District rules, policies, and procedures, during Team Activities or while on a Team, and must follow all health and safety requirements and other instructions given to Student by Team Activity Personnel while on a Team or participating in Team Activities. I understand and agree that Student's failure to follow these rules, policies, requirements, and protocols may result in discipline up to and including expulsion from the District or dismissal from the Team.
11. **Student Report of Unsafe Conditions.** If Student believes an unsafe condition or circumstance exists, or otherwise feels or believes that continued participation in Team Activities might present a risk of injury or illness, Student will immediately discontinue further participation in the Team Activities and notify Team Activity Personnel and the site Principal (if present or available) of Student's belief, and notify me of Student's belief. I understand that if I become aware of such a concern I shall direct the Student not to participate in the Team Activity until the unsafe condition or circumstance is addressed and remedied to their satisfaction. I understand I shall notify Team Activity Personnel immediately about the Student's belief.

12. Photos or Likeness of Students. Team Activity Personnel, members of the press or media, or other persons who may attend or participate in Team Activities, may photograph, videotape, or take statements from Student. Such photographs, videotapes, recordings, or written statements may be published or reproduced in a manner showing the Student's name, face, likeness, voice, thoughts, beliefs, or appearance to third parties, including, without limitation, webcasts, television, motion pictures, films, newspapers, yearbooks, and magazines. Such published or reproduced items, whether or not for a profit, may be used for security, training, advertising, news, publicity, promotional, informational, or any other lawful purpose. I authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

13. Integration; Modification; Severability; Governance Law. This Agreement constitutes the entire agreement and final understanding between the District, Student, and me with regard to the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by the District, Student, and me. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of California and Alameda County shall be the venue for resolution of all disputes.

I, on my behalf and on behalf of the Student, acknowledge that by signing below I understand and agree: (1) Student and I are giving up substantial actual or potential rights in order to allow Student to participate on Team and in Team Activities; (2) Student and I sign this Agreement without any inducement or assurance of any kind, and with full appreciation and understanding of the risks inherent in Team Activities; (3) Student and I understand the scope and intent of this Agreement; (4) Student and I have the right, power, and authority to enter into this Agreement; and (5) I explained the Agreement to Student and Student understands their obligations.

Printed Name – Parent/Legal Guardian

Signature

Date

As the Student, I understand and agree to all of the obligations placed on me by this Agreement.

Printed Name - Student

Signature

Date