

WAIVER AND RELEASE OF LIABILITY



PARTICIPANT'S NAME: _____

ACTIVITY: _____

ALL DATE(S) OF ACTIVITY: _____

DISTRICT: _____ **SCHOOL:** _____

NATURE OF DOCUMENT: Waiver and Release of Liability for injury, loss, or damage to the participant in the Activity
By signing this Waiver and Release of Liability, the undersigned as a participant or, if a minor, through his or her authorized parent or authorized legal guardian, as a precondition to participation in the Activity, with full and sufficient information as to the Activity, expressly and voluntarily assumes all risk of injury, damage or other loss arising out of his or her participation in the Activity. I acknowledge being informed that for the undersigned individual to participate in the Activity, I needed to carefully review, approve, and execute this Waiver and Release of Liability as the participant or, if a minor, as his or her authorized parent or authorized legal guardian.

Before signing, and in signing below, I acknowledge and understand as the participant or, if a minor, by his or her authorized parent or authorized legal guardian acting on his or her behalf, that:

- this is a discretionary participation and not a mandatory or required Activity
- there are risks and dangers associated with participation in this Activity which could result in bodily injury, partial or total disability, and death, as well as loss of or damage to personalty
- the medical, social, and economic consequences, losses, and damages from participation in the Activity could be severe
- the injuries which could result from participation may be aggravated or impacted by the location of the Activity and facility or property conditions and hazards, rescue activities and actions or omissions to act of other participants, Releasees' procedures and policies, proximity to and availability of medical care, and the quality of the medical care provided
- that the site of the Activity may contain property conditions, visible or not, which could create a risk of loss, injury, disability, death or other damage, and participant assumes those risks
- The risks and dangers of participation may be caused by the actions, omissions to act or negligence of the participant in the Activity, or by the negligence, actions or omissions to act or other conduct of those involved in setting up, overseeing, sponsoring, supervising, and otherwise involved in the Activity, including all Releasees identified below
- I have been afforded the opportunity to ask questions concerning the Activity and to gather information on participation prior to approval and execution

With that information and actual knowledge, I knowingly undertake and voluntarily assume this risk for myself as the participant and convey waivers, releases, and discharges to all Releasees without limitation to participate in the Activity, or knowingly and voluntarily act as the participant's authorized parent or legal guardian in assuming this risk on behalf of a minor participant and convey waivers, releases, and discharges to all Releasees on behalf of the participant. I hereby waive, release, discharge and covenant not to sue as to or concerning the location and facilities used for the Activity, including all owners, managers, promoters and lessees used to conduct the Activity, any and all principals, agents and promoters of the Activity, including Mountain Desert Career Pathways and any involved school facility, including its principals, employees, representatives and agents, or any others involved in creating, setting up, sponsoring, overseeing, supervising and/or conducting the Activity and selecting the location and facilities, and their directors, board members, officers, employees, volunteers, agents, representatives, or assigns, as well as the activity sponsors, without limitation (collectively "the Releasees"):

FROM ANY AND ALL LIABILITY TO THE UNDERSIGNED, INCLUDING THE PARTICIPANT, PARENTS, LEGAL GUARDIANS, EXECUTORS HEIRS, ADMINISTRATORS OR REPRESENTATIVES, OF, FROM OR FOR ALL CLAIMS, DEMANDS, INJURIES, DEATH, DISABILITY LOSSES OR DAMAGES OF ANY KIND OR DESCRIPTION ARISING OUT OF OR IN ANY WAY RELATED TO PARTICIPATION IN THE ACTIVITY, AND ANY CLAIMS OR DEMANDS THEREOF ON ACCOUNT OF OR IN ANY WAY RELATING TO ANY INJURY, LOSS, DISABILITY OR DAMAGE, INCLUDING DEATH, OF THE PARTICIPANT, OR DAMAGE TO PARTICIPANT'S PROPERTY, ARISING OUT OF OR RELATED TO THE ACTIVITY AND ANY RELATED EVENTS CAUSED OR ALLEGED TO BE CAUSED BY THE ACTIONS, OMISSIONS TO ACT OR NEGLIGENCE OF THE RELEASEES, AND ANY ONE OR MORE OF THEM.

I understand as the participant, or as the authorized parent or authorized legal guardian for and on behalf of the participant, that I am assuming all risks of injury, disability, death or other loss that may arise from negligence or carelessness on the part of any of the persons or entities being released as Releasees, as well as from defective or unsafe equipment, dangerous or unknown conditions of real property or personal property, or other facility or aspects of the Activity owned, maintained, overseen, managed, operated or controlled by the Releasees. I further agree and shall defend, hold harmless, and indemnify the Releasees from and against all losses, claims, damages, costs or expenses, including reasonable legal fees and costs, in connection with any action or claim brought or made or threatened to be brought or made, for, or on account of any injuries, loss, disability, death or other damages, received or sustained by the participant arising out of or related to participation in the Activity. I further agree that the terms of this Waiver and Release of Liability are intended to be as broad and inclusive as is permitted by

California law for the benefit of the Releasees as to the Activity conducted. If any portion is held invalid, it is agreed by the undersigned that the balance shall continue in full legal force and effect. This Waiver and Release of Liability may not be modified or amended except in a further signed writing countersigned by the Activity director.

I certify that I have read this document, that it is true and correct, and that I fully understand its contents. I am aware that this is a release and indemnification of liability by the participant and for the intended benefit of the Releasees as to all aspects of the Activity, and I sign it of my own free will and with full authorization to do so. I further confirm that I have not been pressured, coerced or influenced to sign other than that absent signing participation in the Activity would not be possible.

Participant's Name: _____

Participant's Signature: _____

Participant's Parent/Guardian Name (if minor): _____

Participant's Parent/Guardian Signature (if minor): _____

Address of Participant: _____

Dated: _____

Activity Director: _____

Dated: _____

MEDICAL COVENANTS AND DISCLOSURES CONSENT TO MEDICAL TREATMENT

NATURE OF DOCUMENT: Participant Medical Covenants and Disclosures, Consent to Medical Care and Treatment

As a further precondition to participation in the Activity, I certify as the participant, or the undersigned as the authorized parent or authorized legal guardian certify on behalf of the participant, that I am familiar with the participant's physical, health and mental condition, and that the participant is fully able to and prepared to participate in the Activity without restriction, conditions or accommodations.

In signing I certify that there are no medical, health or other conditions or problems which would impact the participant's successful and safe participation in the Activity, and that inquiry has been made prior to signing of participant's medical doctor or health practitioner to confirm.

I further certify that I have alerted the Activity sponsors and managers in writing of all such limitations, if any, prior to signing this Waiver and Release of Liability, a true and correct copy of the written notice being appended and initialed by the undersigned and the Activity Director.

I also consent as the participant or as the authorized parent and authorized legal guardian on behalf of the participant to receive any emergency or other medical treatment, including rescue and transportation, deemed advisable for an injury to the participant arising out of or related to the Activity, and that any medical or other insurance for the participant, parent and legal guardian will be insurance of first resort and primary before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

Participant's Name: _____

Participant's Signature: _____

Participant's Parent/Guardian Name (if minor): _____

Participant's Parent/Guardian Signature (if minor): _____

Address of Participant: _____

Dated: _____

Activity Director: _____

Dated: _____