Assumption of Risk, Release & Waiver of Liability, & Indemnity Agreement

By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

In consideration of my minor child or children being allowed to participate in any way in any extracurricular sport, club, or recreational program, event, or other activity (the "Activities") sponsored, planned, programmed, or otherwise organized by Billings Public Schools or a school within the Billings Public School district ("BPS"), whether or not actually taking place on BPS property, on behalf of myself (the "Guardian") and the participant identified above (the "Participant"), I sign this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT (this "Release"). By signing this Release, I understand, acknowledge, and agree to the following:

1. I represent and warrant that I am at least eighteen (18) years of age, am of sound mind, and am able and competent to sign this Release. I further represent and warrant that I have legal custody of or otherwise am legally authorized make decisions for or on behalf of the Participant, including signing this Release.

2. I fully understand and will instruct the Participant that there are certain inherent risks associated with participating in the Activities that cannot be eliminated. While it is impossible to compile a complete list of all possible risks, the risks include but are certainly not limited to: (a) minor injuries such as scratches, cuts, bruises, contusions, strains, dehydration, infection, stress, and fatigue; and (b) major injuries such as infection, tendonitis, growth plate irritations and trauma, hyperextensions, shin splints, injuries to the eyes, loss of sight, loss of hearing, cold and heat exposure illnesses, joint sprains or dislocations, ligament tears or ruptures, muscle pulls and strains, bone fractures, neck and back injuries, heart attacks, stroke, concussions and other head injuries, paralysis, and even death. Also included in these risks are the same or similar injuries that might result from participating in the Activities, traveling to and from Activities, lifting or moving weights or other objects, and using equipment, sports courts, sports fields, tracks, or other facilities, including without limitation from the acts or omissions of others or from the unavailability of emergency staff or emergency medical care (hereinafter all these risks and potential injuries are referred to as the "Risks").

3. In full understanding of the Risks and for myself, my spouse or partner (if any), and the Participant, I knowingly and freely assume all the Risks, both known and unknown and whether or not expressly listed herein, and assume full responsibility for the Participant's participation in the Activities.

4. For myself, my spouse or partner (if any), and the Participant, I acknowledge that BPS or any third-party Activities provider may adopt rules, regulations, terms, and conditions for participating in the Activities (the "Rules"). I agree to comply with the Rules and to instruct the Participant to comply with the Rules. I further understand and agree that BPS or any third-party Activities provider may deny the Participant from participating or remove the Participant from participating in the Activities for failure to comply with the Rules.

5. To the fullest extent permitted by law, for myself, my spouse or partner (if any), and the Participant, and on behalf of my and their respective personal representatives, assigns, heirs, and next of kin:
    a. I agree to release, waive, and discharge and agree not to sue BPS and its former, current, and future trustees, officers, officials, agents, employees, volunteers, and representatives

(each a "Released Party" and together the "Released Parties") from all liabilities with respect any loss, damage, claim, or demand on account of or related in any way to any injury, illness, disability, death, or other harm to person or property damage or loss arising out of or related in any way to the Participant's participation in the Activities;

b. I agree to defend, indemnify, and save and hold harmless the Released Parties and each of them from any loss, liability, damages, or costs (including without limitation attorney's fees) they or any of them might incur due to a claim arising out of or related in any way to the Participant's participating in the Activities;
c. I understand and agree that BPS is not required to provide insurance to cover the Participant or any other person in the event the Participant or anyone else suffers personal injury, illness, disability, death, or other harm, or property loss or damage, arising out of or related in any way to participating in the Activities; and
d. I voluntarily, knowingly, and intelligently accept and assume full and sole responsibility for any injury, illness, disability, death, or other harm to person or property damage or loss, plus all related costs and expenses, arising out of or in any way related to the Participant's participation in the Activities and the Risks, including without limitation the negligence, acts, and omissions of others.

6. For myself, my spouse or partner (if any), the Participant, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Montana. If any portion of this Agreement is held invalid, I agree that the remaining portions shall continue in full force and effect.

IN WITNESS WHEREOF, the Participant has read and voluntarily signed this Release, and further agrees that no oral representations, statements, or inducements have been made. I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Participant's Parent/Guardian	Participant
Print Name	Print Name
Signature	Signature
Today's Date	Today's Date