NVUSD
NAPA VALLEY UNIFIED SCHOOL DISTRICT

STUDENT ACTIVITY PARTICIPATION FORM

(INCLUDING WAIVERS AND RELEASES OF POTENTIAL CLAIMS, AND STATEMENT OF OTHER OBLIGATIONS)

In Consideration for the Student's ability to participate in a Student Activity, Student Club, and/or a Special Class or Program (including after-school programs or classes involving special risks of harm or injury) (the "Activity"), including any try out or process used to select members to join or participate in the Activity, or attendance or participation in any Activity meeting, class, competition, show, event, or presentation, including travel to and from any meeting, class, competition, show, event, or presentation ("Activities"), the Student and the Parent or Legal Guardian ("Adult") **selecting "Allow"** is agreement as follows:

1. It is a privilege, not a right, to participate in extracurricular activities, including Activities. The privilege may be revoked at any time, for any reason, that does not violate Federal, State or District laws, policies or procedures. There is no guarantee that the Student will make the Team, remain on the Team, or actively participate in Team events, shows, performances, or competitions. Such matters shall remain exclusively within the judgment and discretion of the District and its employees.

2. The Student and Adult understand the nature of the Activity, and its associated Activities, and the Student voluntarily wishes to participate in the Activities. The Adult consents to the Students involvement in the Activities.

3. The Student shall comply with the instruction and directions of Activity teachers, coaches, supervisors, chaperones, and instructors. During the Student's participation in Activities, as well as academic and/or other school activities, the Student shall comply with all applicable Codes of Conduct. The Student shall also generally conduct himself/herself at all times in keeping with the highest moral and ethical standards so as to reflect positively on himself/herself, the Activity and the District. Failure to meet these obligations may, in the discretion of the District, result in immediate removal from Activities and a prohibition against any future involvement in Activities or other extracurricular activities. Should the violation of these obligations also result in bodily injury or property damage during Activities, the Adult will (a) pay to restore or replace any property damaged as a result of the Student's violation, (b) pay any damages caused to bodily injury to an individual, and (c) defend, protect and hold the District harmless from such property damage or bodily injury claims.

4. Participation in Activities might result in injuries or illness, potentially including serious or life threatening injuries, illness, or death. Injuries or illness might arise from the Student's actions or inactions, the actions or inactions of another Student or participant in Activities, or the actual or alleged failure by District employees, agents or volunteers to adequately coach, train, instruct, or supervise Activities. Injuries or illness might also arise from an actual or alleged failure to properly maintain, clean, disinfect, use, repair, or replace physical facilities or equipment available for Activities. The District cannot guarantee that students who participate in Activities will not become infected with the novel coronavirus, COVID-19 or other illnesses. The Student and Adult understand

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that given the contagious nature of COVID-19 or other illnesses, participating in Activities could increase the risk of contracting COVID-19 or other illnesses, and such exposure or infection may result in personal injury, illness, permanent disability and death. All such risks are deemed to be inherent to the Student's participation in Activities. **By this Agreement, the Student and Adult are deemed to fully assume all such risks and, in consideration for the right of the Student to participate in Activities, understand and agree that to the fullest extent allowed by law they are waiving and releasing any potential future claim they might otherwise have been able assert against the District, or any Board Member, employee, agent or volunteer of the District ("Released Parties") by or on behalf of the Student or any parent, administrator, executor, trustee, guardian, assignee or family member and further understand that transportation to or activities at another location are "field trips" or "excursions" for which there is complete immunity pursuant to Education Code § 35330.**

5. If the Student believes that an unsafe condition or circumstance exists, or otherwise feels or believes that continued participation in Activities might present a risk of Injury or illness, the Student will immediately discontinue further participation in Activities, notify School personnel of the Student's belief, and notify a parent or guardian of the Student's belief.

Any parent or guardian of the Student shall, thereafter, not allow the Student to participate in Activities until the unsafe condition or circumstance is remedied, with any question or concern regarding the alleged existence of the unsafe condition or circumstance addressed to their satisfaction.

6. Emergency medical information regarding the Student is on file with the District and is current. The Adult agrees to provide updated medical information during the course of the Student's participation in Activities. If an injury or medical emergency occurs during Activities, District employees, agents or volunteers have my express permission to administrator or to authorize the administration of urgent or emergency care, including the transportation of the Student to an urgent care or emergency care provider. In such circumstances, notice to me and/or the Emergency Contact of the injury or medical emergency may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct diagnostic or anesthetic procedures, and/or to provide medical care or treatment (including surgery), as they may deem reasonable or necessary under all existing circumstances. All costs and expenses associated with such care are solely my responsibility.

7. Employees, agents or volunteers of the District, members of the press or media, or other persons who may attend or participate in Activities, may photograph, videotape, or take statements from the 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 hereby authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

8. This Agreement shall be governed by the laws of the State of California. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against the Released Parties solely on the basis that this Agreement was drafted by the District. If any part of this Agreement is deemed invalid or ineffective, all other provisions shall remain in force. No oral modification of this Agreement, or alleged change or modification of its terms by subsequent conduct or oral statements, is allowed. This Agreement contains the sole and

exclusive understanding of the parties, with no other representation relied upon by the Adult or Student in determining whether to execute this Agreement or in agreeing to participate in Activities.

BY SELECTING "ALLOW": (1) I AM GIVING UP SUBSTANTIAL ACTUAL OR POTENTIAL RIGHTS IN ORDER TO ALLOW THE STUDENT TO PARTICIPATE IN ACTIVITIES; (2) I HAVE ALLOWED THIS AGREEMENT WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND WITH FULL APPRECIATION OF THE RISKS INHERENT IN ACTIVITIES; (3) I HAVE NO QUESTION REGARDING THE SCOPE OR INTENT OF THIS AGREEMENT; (4) I, AS A PARENT OR LEGAL GUARDIAN, HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND TO BIND MYSELF, THE STUDENT, AND ANY AND ANY OTHER FAMILY MEMBER, PERSONAL REPRESENTATIVE, ASSIGN, HEIR, TRUSTEE, OR GUARDIAN TO THE TERMS OF THIS AGREEMENT; (5) I HAVE EXPLAINED THIS AGREEMENT TO THE STUDENT, WHO UNDERSTANDS HIS/HER OBLIGATIONS.