HIGLEY UNIFIED SCHOOL DISTRICT

ATHLETIC DEPARTMENT

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK, RELEASE, AND INDEMNITY AGREEMENT

I ("Student") have asked to be allowed to participate in athletic programs or activities with the Higley Unified School District (the "District"). I understand that the District does not provide health insurance during my participation in District athletics. I understand that I may be involved in sport specific training, competitions, and workouts at various locations, including junior high or high school weight rooms and gyms in and outside of the District. I may engage in other forms of exercise or competition against various Arizona Interscholastic Association Member schools.

I acknowledge that such activities may involve many risks and dangers, including, but not limited to, risks of injury from the activity, or from other participants or from the nature of such activities. I recognize that injuries are a common and ordinary occurrence. I have made a voluntary choice to participate in these activities despite the risks and dangers that these activities present and to assume the risk of participation. In consideration of my being permitted to participate in District athletics, I expressly and unconditionally agree to assume any and all risk of injury or death which might be associated with or result from my participation in these activities.

I hereby unconditionally, waive, and forever discharge from any and all liability and agree not to sue, to indemnify and hold harmless the District, as well as their representatives, each of its Governing Board members, agents, affiliates, partners, officers, directors, and employees (the "Released Parties") from any claims, demands, or causes of action for medical expenses, damages, injury or death to myself, or to any person or property, arising out of, or in connection in any way with my participation in District programs or activities.

I understand that this is a legally binding and acceptance of risk, release, and indemnity agreement, which bars me or any person on my behalf from recovering any damages in any lawsuit in the event of my injury or death except for gross negligence or intentional conduct. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives. I have read and understand this agreement.

*Student Signature:*_____ *Date:* _____

Address: _____

*City/State/Zip:*_____

If a minor, Parent must also sign:

I am signing this acceptance of risk, release, and indemnity on behalf of a minor. I represent that I am the parent or legal guardian of the above Student. I join in this release and accept responsibility for all my Student's medical expenses incurred in connection with the District athletic program. I agree to indemnify and hold harmless the Released Parties listed above for any and all claims, demands, or causes of action whatsoever arising out of, or in connection in any way with my participation in District programs or activities. I agree to indemnify the Released Parties for any and all claims whatsoever brought in connection with the activities of the Student from participation in District athletic programs or activities.

I understand that this is a legally binding acknowledgment and acceptance of risk, release, and indemnity agreement, which bars me or any person on my behalf from recovering any damages in any lawsuit in the event of injury or death of the Student except for gross negligence or intentional conduct. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives. I have read and understand this agreement.

*Print Name of Parent or Guardian:*_____

*Relation:*_____

*Signature of Parent or Guardian:*_____ *Date:*_____