

Hamilton Unified School District

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

This is a release of liability and assumption of risk agreement. Read it carefully and sign below. Completion of this release is a prerequisite to participation in any extracurricular sport, club or activity. This release essentially says that my son/daughter named above is voluntarily participating in an extracurricular sport, club or activity as specified above. This voluntary participation is a privilege and not a right. Participation in the extracurricular sport, club or activity, includes but is not limited to, practices, training, coaching, use of equipment, as well as events, shows, games or other competitions, including traveling to and from any of the activities.

If he/she is hurt, disabled, injured, or even dies from an injury or exposure to a contagious virus such as SARS-CoV-2 (COVID-19), I/we (i.e., the student, his/her parent/s, guardian/s, or heir/s) will not make a claim against or sue the Hamilton Unified School District (hereinafter HUSD), its trustees, officers, employees, and agents, or expect them to be responsible or pay for any damages.

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Hamilton High School's athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and SARS-CoV-2 (coronavirus or COVID-19). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions, including weekly testing, for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Hamilton High School their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. As parent or legal guardian of the student/participant under 18 years of age, I have read and voluntarily agree that my son/daughter may participate in this extracurricular sport, club or activity, and I sign this release on his/her behalf. *In signing this document, I fully recognize and understand that if my son/daughter is hurt, contracts a contagious virus, is disabled, or dies, or his/her property is damaged, I am giving up my right and the right of his/her heirs to make a claim or file a lawsuit against the HUSD, its trustees, officers, employees, and agents.*

****PLEASE SEE REVERSE FOR AUTHORIZATION AND SIGNATURE**

I, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS, AND I FURTHER UNDERSTAND THAT I AM ASSUMING ALL RISKS INHERENT IN THIS EXTRACURRICULAR SPORT, CLUB OR ACTIVITY. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE AGREEMENT'S PROVISIONS, PARTICIPATION IN THE EXTRACURRICULAR SPORT, CLUB OR ACTIVITY, AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

I SIGN THIS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, PAYMENT, OR OTHER BENEFIT BEYOND CONSIDERATION FOR MY CHILD'S PARTICIPATION IN THE SPORT, CLUB OR ACTIVITY

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____