

Marlboro Elementary School

**FACILITIES USE WAIVER, ASSUMPTION OF RISK,
INDEMNITY AGREEMENT AND RELEASE OF ALL CLAIMS**

Name of Participant: _____

Activity: _____

I wish to use facilities owned by Marlboro School District (herein described as Facilities Use) I acknowledge that my Facilities Use could include activities that may expose me to the risk of serious injury or damage to property. I understand that the dangers and risks of my Facility Use may include, but are not limited to, death, concussion, serious neck and spinal injuries that may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, other aspects of my body, general health and well-being, as well as loss or damage to property. I acknowledge that the risk of harm or injury arises from both the activity and the District’s facilities.

In consideration of the Marlboro School District permitting me to use its facilities, I hereby voluntarily assume the risk of accident, injury or damage to person or property. Furthermore, **I voluntarily release, waive, and discharge the Marlboro School District, its employees, agents, representatives, coaches and volunteers from, without limitation, any and all actions, causes of action, claims, including negligence, demands, damages, costs, expenses, compensation, and/or suits at law or in equity**, on account of or relating to any act or omission by Marlboro School District, its employees, agents, representatives, coaches or volunteers. I also **agree to defend, indemnify and save the Marlboro School District harmless from and against any and all liability, actions, causes of action, debts, claims, including negligence, demands, or suits at law or in equity of any kind and nature whatsoever which may arise**, in whole or in part, because my Facilities Use and participation in any activity therein. The terms hereof shall serve as a release for our heirs, estate, executor, administrator, and assignees.

I further agree that I hereby waive to the fullest extent permitted by law any and all right to a trial by jury in any legal proceeding arising out of or relating to my Facilities Use. Any and all actions arising from or related to my facilities use shall be litigated and tried exclusively in Vermont and in the county in which the District is located. Further, I agree that I waive and relinquish any right to punitive damages in connection with any litigation against the District or its employees, officers or directors arising from or related to my Facilities Use.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, indemnity agreement, and release of all claims and fully understand its terms, and **understand that I am giving up substantial rights, including the right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Date

Signature of Participant

Date

Signature of Parent or Guardian