

# Weld RE-4 School District

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY FOR EXTRACURRICULAR ACTIVITIES

Due to the COVID-19 pandemic, Weld RE-4 School District ("District") is offering modified extracurricular activities. Participation in the District's extracurricular activities is entirely voluntary and at participant's sole risk. **COVID-19 is extremely contagious** and is thought to spread primarily from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and, in some locations, have prohibited large gatherings of people. The District is implementing preventative measures intended to reduce the risk of COVID-19 transmission during its activities. However, the District **cannot guarantee** that a participant will not become infected with COVID-19. **Participating in the District's extracurricular activities could increase a participant's risk of contracting COVID-19.** Participants shall comply with all District policies, rules, and regulations during extracurricular activities, including those measures implemented by the District to reduce the risk of COVID-19 transmission (excluding serial testing and administration of the COVID-19 vaccine). Participants who fail to comply with such measures will not be permitted to participate.

**PARTICIPANT NAME:** \_\_\_\_\_

### ASSUMPTION OF RISK:

As the undersigned parent or legal guardian of the participant identified above ("Child"), I understand and hereby acknowledge that Child's participation in the District's extracurricular activities ("Activities"), involves inherent risks and hazards, including without limitation, dehydration, heat exhaustion, heat stroke, drowning, suffocation, hypothermia, frostbite, sunburn, dehydration, slips, falls, rope burns, pinches, scrapes, twists and jolts that could result in scratches, blisters, burns, muscle soreness, bruises, sprains, dislocations, lacerations, fractures, concussions, paraplegia, quadriplegia, transmission of communicable diseases, including but not limited to COVID-19, or other serious permanent physical impairment and even death, as well as minor or catastrophic property damage and loss. A complete listing of inherent and other risks is not possible. There also are risks that cannot be anticipated.

I hereby give my permission for the Child to participate in the Activities. I freely accept and fully assume all risks, dangers, hazards, and costs of Child's participation in the Activities. I represent that the Child has no medical or physical conditions that could interfere with the Child's safety or the safety of others while engaging in the Activities. I understand and agree that (i) the District does not have any medical/dental/hospitalization insurance covering students for injuries incurred while engaged in the Activities and related activities; (ii) the District and its employees, contractors, agents and volunteers may chaperone and admit the Child to a medical facility or seek emergency medical transportation services for the Child for purposes of receiving emergency medical and surgical treatment in a medical facility by a physician or other licensed health care provider, understanding that reasonable attempts will first be made to contact me at the contact information I supplied to the District, time and conditions permitting, and that I am solely responsible for any costs associated therewith; and (iii) I bear all costs of injury to the Child or damage to the Child's property.

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I acknowledge and agree that the Child shall comply with all policies, rules, regulations, and instructions of the District, its employees, contractors, agents and volunteers, including those implemented to help reduce the risk of COVID-19 transmission (excluding serial testing and administration of the COVID-19 vaccine), as related to the Child's participation in the Activities or use of any equipment provided in furtherance thereof, and I acknowledge that the District will suspend or revoke the Child's participation in the Activities if the Child does not comply with said policies, rules, regulations, and instructions.

I understand that the District cannot accept and will not have any responsibility for the Child's or any third party's intentional or negligent acts or omissions, including product liability, occurring during the Child's participation in the Activities.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS:**

In consideration of the District allowing the Child to participate in the Activities, on behalf of the Child and myself, I hereby expressly agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS whether known or unknown, now existing or arising at any time in the future that I have myself or on the Child's behalf against the District, its elected officials, directors, officers, employees, contractors, agents and volunteers (collectively hereinafter referred to as the "Released Parties"), arising directly or indirectly from the Child's participation in the Activities.
2. TO RELEASE AND HOLD HARMLESS THE RELEASED PARTIES from any and all liabilities, claims, causes of action, losses, damages, injuries or expenses that the Child may suffer as a result of, but not limited to, the Child's participation in the Activities.
3. TO INDEMNIFY RELEASED PARTIES and each of them for any and all expenses incurred, including without limitation, attorneys' fees and costs, as the result of any claim brought against any of the Released Parties by anyone relating in any way to the Child's acts or omissions or as a result of injury or loss sustained by the Child while participating in the Activities.
4. THAT THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.
5. THAT THE TERMS OF THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall apply and have priority over any previous agreement or written agreement, representation, terms or conditions to the contrary, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. THAT THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall be governed by, interpreted in accordance with the laws of, and enforced in the federal and state courts of the State of Colorado.

I HAVE FULLY READ AND UNDERSTAND THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY FOR THE ACTIVITIES AND AGREE TO BE BOUND BY IT. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, TO CONSULT WITH AN ATTORNEY TO THE EXTENT I HAVE DEEMED IT NECESSARY, BEEN

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GIVEN THE OPPORTUNITY TO ASK QUESTIONS, UNDERSTAND THIS ENTIRE DOCUMENT, CONSIDER ITS EFFECTS, AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT PARTICIPATION BY THE CHILD IN THE ACTIVITY IS VOLUNTARY. I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS THAT I MAY HAVE ON BEHALF OF THE CHILD AND/OR MYSELF TO BRING LEGAL ACTION AGAINST THE DISTRICT. I SIGN THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

**Parent(s)/Guardian(s)/Legal Custodian(s)**

**Signature** \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Parent(s)/Guardian(s)/Legal Custodian(s)**

**Signature** \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I acknowledge and agree that I will comply with all policies, rules, regulations, and instructions of the District, its employees, contractors, agents and volunteers, as related to my participation in the Activities or use of any equipment provided in furtherance thereof, including those implemented to help reduce the risk of COVID-19 transmission (excluding serial testing and administration of the COVID-19 vaccine).

\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Student**

*This form must be completed in full, signed and dated before student will be allowed to participate.*