

Torrey Pines High School/San Dieguito Union High School District

2011-2012 School Year

Release of Liability and Assumption of Risk Agreement for Extra-Curricular Athletic Activities Participation:

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 extra-curricular athletic activity. This release essentially says the student named below is going to participate in an athletic activity which involves inherent risks to participants. If he/she is hurt, injured, or even dies, you (i.e. the student, parents, and heirs) will not make a claim against or sue San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents, or expect them to be responsible or pay for any damages.

NOW, THEREFORE LET IT BE KNOWN:

We, the undersigned, understand and acknowledge that \_\_\_\_\_ (Name of Student) has voluntarily chosen to participate in a school-sponsored athletic activity. We know and fully understand that any athletic activity or competitive sport, including, but not limited to, baseball, basketball, cross country, field hockey, football, golf, gymnastics, lacrosse, soccer, softball, swimming, tennis, track & field, volleyball, water polo, broomball, ice skating, hockey, or wrestling, involves numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even die. Regardless of whether the athletic activity involves physical contact or not, all athletic activities and sports have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by players, coaches, teachers, chaperones, or other staff. We acknowledge and willingly assume all risks and hazards of potential injury and death in this athletic activity, whether in practice, games, meets, or any other type of competition, including any transportation to or from any such event.

\_\_\_\_\_ (Name of Student) participation in this activity is purely voluntary and it is being done at his/her own risk

In consideration for San Dieguito Union High School District allowing the above named student to participate in this athletic activity, we voluntarily agree to release, waive, discharge, and hold harmless San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the student illness, injury, death and damages of any nature in any way connected with the student's participation in this activity. We also expressly agree to release and discharge San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

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 athletic 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, dies, or his/her property is damaged, I am giving up the student's right and the rights of the parents and heirs to make a claim or file a lawsuit against San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents.

California Law provides as follows: "All person making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions, shall sign a statement waiving such claims." (Education Code Section 35330)

WE, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. WE UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. WE FURTHER UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS ATHLETIC ACTIVITY. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE ACTIVITY AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

\_\_\_\_\_  
Student/Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (If Student/Participant is under 18)

\_\_\_\_\_  
Date