

WAIVER EXPLANATION

WAIVER AND RELEASE OF ALL CLAIMS FOR PARTICIPATION IN ATHLETIC PROGRAMS
Please read this information carefully and be aware that by signing this form you will be waiving and releasing all claims for injuries your student might sustain arising from these programs.

“As a participant or parent/guardian of a participant in the program, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages or loss that I or the above participant may sustain as a result of the participating in any and all activities connected or associated with such program(s).”

“I agree to waive and relinquish all claims that I or the above participant might have against the Sponsoring Governmental Body including the Board of Education, its members, agents, servants, independent contractors and employees as a result of participating in the program.”

“I do hereby fully release and discharge the Sponsoring Governmental Body including the Board of Education, its members, agents, servants, independent contractors and employees from any and all claims of injuries, including death, damage or loss that I or the above participant may have accrued to me (us) as a result of participation in the said activity.”

“As a parent or guardian, I do hereby specifically release and discharge the Sponsoring Governmental Body including the Board of Education, its members, agents, servants, independent contractors and employees from any causes of action I may have as a parent for support, mental or emotional damage or otherwise arising out of my relationship to the participant.”

“I further agree to indemnify and hold harmless and defend the Sponsoring Governmental Body including the Board of Education, its members, agents, servants, independent contractors and employees from any and all claims resulting from injuries, including death, damages and losses sustained by me or the above participant and arising out of, connected with, or in any way associated with the activities of the program.”

PERMISSION TO PARTICIPATE IN ATHLETIC PROGRAM

My child has permission to participate in the student athletic program. I understand that the school is not liable for any injuries my child may receive by participating in student athletics. I furthermore consent to any treatment deemed necessary by a licensed physician, designated by the person in charge, for any illness or injury resulting from his or her participation in student athletics. Every effort will be made to contact the parent/guardian to explain the nature of the problem prior to any treatment beyond first aid; however, an ambulance call may be placed by LTHS staff members, at parent/guardian expense, in the event of a serious injury or other physical distress being clearly observed.

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**I HAVE READ THE ATTACHED WAIVER EXPLANATION AND FULLY UNDERSTAND
THE NATURE OF THE ABOVE PROGRAM AND WAIVER
AND RELEASE ALL CLAIMS.**

Signature of Custodial Parent/Guardian

Date

Signature of Custodial Parent/Guardian

Date

Signature of Participant

Date

WAIVER OF LIABILITY AND INDEMNIFICATION

ACTIVITY: _____

To be signed by adults if the participant is under 18 years of age.

Acknowledgement and Assumption of Risk: The undersigned does hereby acknowledge that he/she is aware of the dangers and the risks to the participant’s person and property involved in participating in the activity listed above.

The undersigned understands that this activity involves certain risks for physical injury to the participant, as well as risks regarding exposure to COVID-19. By participating in this activity, the undersigned acknowledges he or she may be increasing the risk of contracting the virus. The undersigned also understands that there are potential risks that may presently be unknown. Because of the dangers of participating in this activity, the undersigned recognizes the importance of complying, and agrees to fully comply, with the applicable laws, policies, rules and regulations, and any supervisor’s instructions regarding participation in this activity, including instructions related to social distancing precautions, wearing face coverings, physical separation, and sanitization.

The undersigned understands that Lyons Township High School (District 204) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and District 204 has no responsibility or liability for injury or illness resulting from this activity.

The undersigned acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury or illness, or death.

Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned forever:

- a. **waives, releases, and discharges District 204**, its board members, agents, officers, and employees from any and all liability for the participant’s disability, personal injury or illness, property damages, property theft, death or claims of any nature which may hereafter accrue to the participant, and the participant’s estate as a direct or indirect result of participation in the activity or event; and
- b. **defend, indemnify, and hold harmless District 204**, its board members, agents, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys’ fees, which in any manner result from participant’s actions during this activity or event.

I, the undersigned, affirms that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to myself, the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ ABOVE BEFORE SIGNING BELOW:

Name of Student: _____ Age of Student: _____

Signature of Student if 18 or older: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____