



HARMONY UNION SCHOOL DISTRICT FACILITY USE RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Activity/Use or Event (the "Activity"): _____

Date: _____ Time [begin and end]: _____

Location: [check one]

Occidental Community Center

Harmony/Salmon Creek School Facility needed: _____

A signed Facility Use Release, Waiver, Assumption of Risk and Indemnity Agreement form must be on file with the District before a person will be allowed to use any athletic facility or equipment. Facility users who do not wish to accept the risks described in this Agreement should not sign this Agreement and will not be allowed to use District athletic facilities or equipment.

Release of Liability and Waiver: In return for being permitted to participate in the above Activity/Use including any associated use of the premises, facilities, staff, equipment, transportation, and services of the Harmony Union School District, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** Harmony Union School District, the Board of Trustees, directors, officers, employees, and agents (collectively the "District"), from liability **from any and all claims, including the negligence of the District**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity/Use and any use of District premises and facilities.

Assumption of Risks: I am voluntarily participating in this Activity/Use. I am aware of the risks associated with traveling to/from and participating in this Activity/Use, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity/Use location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity/Use, including travel to, from and during the Activity/Use.

Indemnification and Hold Harmless: I also agree to **indemnify and hold the District harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of my involvement in the Activity/Use, and to reimburse it for any such expenses incurred.

Medical Certification and Consent: I certify that I am physically capable and that I have no medical condition which would endanger me or others or interfere with my ability to safely participate. If I need medical treatment, the District is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment.



Governing Law and Severability: I understand that this document is written to be as broad and inclusive as legally permitted by the State of California and agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I agree this Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

Understanding and Acknowledgement: I have read all previous paragraphs, including the release of liability and waiver, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activity/Use, and **understand that I am giving up substantial rights, including my right to sue. I acknowledge my participation is voluntary, that I knowingly assume all such risks,** and 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 extent allowed by law. No other representations concerning the legal effect of this document have been made to me.

I am 18 years or older. I have read this document and fully and completely understand the potential risks that may be associated with the Activity/Use. I am signing this document freely.

Participant's Name: _____

Signature: _____ Date: _____

If Participant is under 18 years of age: I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) release of District from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's participation in the Activity/Use including travel to and from. I allow Participant to participate in this Activity/Use and I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ Date: _____