



Horizon



North Canyon



Paradise Valley



Pinnacle



Shadow Mountain

RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

Extra-Curricular School Activities/ School Sports Participation Agreement

Please read this document fully before signing, this document constitutes a waiver of your legal rights to pursue a claim. By signing this waiver you are agreeing to waive your rights to pursue a legal claim for, are assuming the risks of, injury and damages incurred while participating in sports, Athletics and ExtraCurricular Activities at Paradise Valley Unified School District.

I hereby acknowledge that my child, if I am signing for the as their legal parent/guardian, or myself, **voluntarily desires to participate** in athletic (or extra activities) at "Paradise Valley Unified School District". These activities include, without limitation intramural sports, District sponsored events and/or any other sport or activity associated with athletics.

I recognize and expressly agree that participating in any sport or activity associated with athletics **is an inherently dangerous activity**. Further, I recognize that certain safety precautions must be followed, yet even strict adherence to those procedures does not guarantee, nor does "Paradise Valley Unified School District" guarantee, Participant's Safety.

Waiver and Release from Liability:

In consideration of permission to participate in all activities, today and all future dates, Paradise Valley Unified School District, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Paradise Valley Unified School District, its board, officers, employees and agents from liability from any and all claims against Paradise Valley Unified School District, **including the negligence of** Paradise Valley Unified School District, resulting in personal injury, accidents or illnesses (including death), and property loss to myself or others arising from, but not limited to, participating in activities, classes, observation, and use of facilities, premises, or equipment.

Assumption of Risks:

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Paradise Valley Unified School District, have facilities for and provides for activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

There are many risks associated with participation in physical activities. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and **I fully understand, and appreciate these and other risks that are inherent in the activities** made possible by Paradise Valley Unified School District. I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless:

I also agree to **indemnify and hold harmless** Paradise Valley Unified School District, its officers, employees, agents and its school board harmless from any and all **claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees** brought as a result of my child's participation and to reimburse them for any such expenses occurred.

Severability:

The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding:

I have read this Waiver and Release of Liability and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I as 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. This document is enforceable and applies for the entire duration of my, or my child's, participation in school physical activities and sports at the Paradise Valley Unified School District.

Parent's (Guardian) signature

Date

Participant's Signature

Date