

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the athletic, performing arts, and/or activity programs, field trip or excursion, sponsored, planned, and directed by the Fontana Unified School District, the undersigned for himself or herself and any personal representatives, heirs, and next of kin, hereby agrees to the following:

1. PARENT/GUARDIAN HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE FONTANA UNIFIED SCHOOL DISTRICT, their officers, employees, board and agents (hereinafter referred to as "releases") from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any loss of damage, and any claim or demands therefore on account of injury to the person, exposure to illness, property damage, loss of property, or resulting in death of the undersigned, while the undersigned participates in the sponsored athletic/activities program, field trip or excursion, sponsored, planned and directed by the Fontana Unified School District.
2. PARENT/GUARDIAN HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the participation of the undersigned in the athletic/activities program, field trip or excursion, sponsored, planned, and directed by the Fontana Unified School District;
3. PARENT/GUARDIAN HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE while participating in the athletic/activities program, field trip or excursion, sponsored, planned, and directed by the Fontana Unified School District.
4. PARENT/GUARDIAN IS AWARE THAT PARTICIPATION IN THE ATHLETIC/ACTIVITIES PROGRAM PRESENTS A RISK OF PHYSICAL HARM. The undersigned is also aware that participating in the athletic/activities programs, field trip, or excursion under pandemic conditions may result in exposure to and infection with COVID-19, in addition to an injury that may result while participating in said athletic/activities program. The undersigned is aware of the risk that any part of his/her body or any of his/her body systems may be hurt, injured, or become ill by participating in the athletic/activities program. The undersigned hereby acknowledges that he/she knowingly and voluntarily assumes any and all risks of bodily injury and illness against the Fontana Unified School District while participating in the athletic/activities program.

PARENT/GUARDIAN further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

My signature below indicates I have read this waiver and agreement, understand, and agree to its terms.

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Name(s) and DOB(s): \_\_\_\_\_

*Please return a signed copy of this form to your student's coach, teacher, or advisor prior to the first day of athletic activities.*