# MANHATTAN BEACH UNIFIED SCHOOL DISTRICT PARTICIPANT PERMISSION, ASSUMPTION OF RISK, HOLD HARMLESS, INDEMNITY, AND RELEASE AGREEMENT

Participant's Name:		Program:
Activity Description:		
Beginning Date:	End Date:	

Completion of this release is a prerequisite to participation in the above referenced program. This release essentially says the participant named above will participate in the above referenced program, which involves inherent risks to participants. If he/she is hurt, injured, loses life, or incurs property damage, you (e.g., participant, parents, heirs) will not make a claim against or sue the Manhattan Beach Unified School District (District), its Board of Education, officers, employees, volunteers, and agents, or expect them to be responsible or pay for any damages.

#### 1) ASSUMPTION OF RISK

We, the undersigned, understand and acknowledge that we have voluntarily chosen to participate in the above referenced program/activity and acknowledge participation is done at participant's own risk. We know and fully understand that any activity, including, but not limited to the activity described above, 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 sustain loss of life. Regardless of whether the activity involves physical contact or not, all activities have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by activity coordinators, instructors, chaperones, coaches, trainers, or other staff. Furthermore, we understand that while the school district may establish certain requirements in implementing this program, neither the District, nor its schools, are responsible for the quality or conditions of instruction involved with this program in that it involves activities which are off school district premises and are not organized or supervised by the school district. We recognize the importance of following instructions regarding participation guidelines and requirements, proper technique, training, and other established safety rules, guidelines and regulations. We acknowledge and willingly assume all risks and hazards of potential injury and death and property damage which may arise out of participation in this program and agree to abide by all rules and regulations governing this activity.

#### 2) <u>AUTHORIZATION TO TREAT</u>

We, the undersigned, understand that the activity/field trip/excursion, by its very nature, includes certain risks and could cause minor injury, major injury, and serious injury to participant, including permanent disability and death. In the event of illness or injury, I do hereby consent to whatever x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care and transportation considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. I further acknowledge that the District does not provide any medical coverage or compensation for injury for participants in this voluntary activity.

We fully understand that participants are to abide by all rules and regulations governing conduct during the trip, including conduct towards drivers, teachers, chaperones, activity coordinators, other participants/students, and sponsors. I further understand that participants will go to and return from the activity/field trip/excursion(s) using the transportation provided to the group.

We agree to waive all claims against the Manhattan Beach Unified School District (District) and hold the District, its officers, agents and employees, harmless from any and all liability, loss, damage, or claims (including reasonable attorneys' fees), caused by, arising from, or in connection with the participant's involvement in this activity.

### 3) HOLD HARMLESS, INDEMNITY, AND RELEASE

In consideration for the Manhattan Beach Unified School District allowing the above-named participant to participate in this program, we voluntarily agree here and forever, to the maximum extent permitted by law, for me, my child, myself, my family, heirs, personal representative(s), and/or assigns, to release, waive, discharge, defend, indemnify, and hold harmless Manhattan Beach Unified School District, its Board of Education, officers, employees, volunteers, and agents from any and all claims of liability, demands, actions, or causes of action of any sort, present or future, on account of personal injury, or illness, or death, or damage to personal property, arising out of their negligence, or any other act or omission in any way connected with the participant's involvement in this program.

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We also expressly agree to release and discharge the Manhattan Beach Unified School District, its Board of Education, 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.

We understand that by agreeing to this clause, we are releasing claims and giving up substantial rights, including our right to sue, and are doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

As parent/legal guardian of any participant, I have read and voluntarily agree that my child may participate in this program. In signing this document, I fully recognize and understand that if my child is hurt, dies, or his/her property is damaged, I am giving up the participant's right and the rights of the parents/guardians and heirs to make a claim or file a lawsuit against the District, its Board of Education, officers, employees, volunteers, and agents.

WE, THE UNDERSIGNED, HAVE CAREFULLY 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 PROGRAM. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE PROGRAM, AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

Participant's Printed Name	Participant's Signature	Age	Date
Parent/Guardian Name (print)	Parent/Guardian Signature		Date