## WICKLIFFE CITY SCHOOL DISTRICT EXTRACURRICULAR ACTIVITY TRANSPORTATION ACKNOWLEDGEMENT, RELEASE AND WAIVER

## Dear Parents/Guardians/Students:

Students referred to as "Participant," has signed up to participate in an extracurricular activity, referred to as the "Activity," offered by the Wickliffe City School District. In order for Participant to continue to participate in Activity, Participant and Participant's Parent or Guardian must sign the following Acknowledgement, Release and Waiver.

1. This is a legally binding Release of Liability made by \_\_\_\_\_\_ (Full Legal Name of Participant/Student), whose address is \_\_\_\_\_\_, and by

\_\_\_\_\_\_\_\_\_(Full Legal Name, Address, and Relationship of Participant's Parent or Guardian) and the Wickliffe City School District (the "District").

- 2. We, the undersigned, request that \_\_\_\_\_\_ (Full Legal Name of Participant/Student), be permitted to participate in \_\_\_\_\_\_ (the "Activity").
- 3. We, the undersigned, fully understand that the District does not provide transportation to, from, or related to the Activity and that any transportation arrangements must be made by Participant or Participant's Parent(s)/ Guardian. In this regard, we also understand and appreciate the significant dangers associated with Participant's responsibility for providing his or her own transportation in relation to the Activity, and recognize that such dangers include bodily injury, accident, loss of limb or life, or damage to property. We understand that the District does not require Participant to take part in the Activity, but Participant wishes to do so, despite the possibility of dangers and risks and despite this Release. We further agree that Participant has individually assumed all risks involved with transportation related to any facet of the Activity.
- 4. We, the undersigned, understand that the District will not be responsible for nor supervise Participant during any time he or she is away from the District and its programs, and specifically cannot be responsible for or supervise Participant with respect to transportation to, from, during or related to the Activity.
- 5. In consideration of the Participant being permitted to take part in the Activity, we do release, waive, forever discharge and covenant not to sue the District, its employees, administrators, board members, agents and insurers, from and against any and all liability from harm, injury, damage claims, demands, actions, causes of action, costs, and expenses of any nature which Participant in relation to the transportation to, from, during or related to the Activity. We understand that this Release covers liability, claims, and actions caused entirely or in part by any acts or failures to act of the District (or its board, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by the District while participating within any stage of transportation to, from, during or related to the Activity.

- 6. I further state that I am Participant's Parent  $\Box$  or Guardian  $\Box$  (Please check one), and am fully competent to sign this Agreement; and that I execute this Release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for the Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same. We recognize that this Release means we are giving up, among other things, right to sue the District, its employees, administrators, board members, agents and insurers for injuries, damages or losses we may incur.
- 7. Further, we, the undersigned, release, discharge and agree to indemnify, hold harmless and defend the District and any of its agents, representatives, employees, officers, volunteers, or associated personnel from all actions, claims, or demands that Participant and Participant's parents/guardians, their heirs, guardians, legal representatives, and assigns may have now or in the future may have for any loss, injury, death, or property damage resulting from transportation to, from, during or related to participation in the Activity.
- 8. Participant explicitly agrees that he or she wishes to continue to participate in Activity in accordance with the conditions imposed by this Acknowledgement, Waiver and Release. We, the undersigned, understand that if either Participant or Participant's Parent(s)/ Guardian are unwilling or unable to sign this Acknowledgement, Waiver, and Release, Participant will not be eligible for further participation in Activity.
- 9. Finally, we, the undersigned, agree that Participant is required to attend all facets and activities e.g. practices, games, productions, performances, and the like, related to Activity and explicitly agree that if Participant is absent from any required facet of Activity, Participant may suffer negative consequences including dismissal from the Activity. Furthermore, failure to secure transportation to the Activity will not suffice as a legitimate excuse for any absence from the Activity.
- 10. We, the undersigned, have carefully read this Acknowledgement, Waiver and Release and understand its contents and sign it of our own free will.

## THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND THIS RELEASE BEFORE SIGNING.

Parent/ Guardian Signature

Parent/ Guardian Name (Print)

Student/Participant Signature

Student/Participant Name (Print)

Date