



RELEASE AND WAIVER OF LIABILITY AGREEMENT EXTRACURRICULAR ACTIVITY

Warning:

By signing this agreement you give up your right to bring a court action to recover compensation for yourself or your child for any property, injury or death arising out of you or your child's participation in the extracurricular activity identified in this agreement.

Name of Extracurricular Activity: Panthers Athletics : Team
Name of Participant:
Name of School: Bentley School

Preliminary Understanding:

As a participant, I agree to the following conditions:

1. I/we the undersigned acknowledge and agree that while the above named participant will participate in the extracurricular activity specified above at *Bentley School* or the location known as ASAA leagues and/or Wolf Creek Athletics leagues.
2. I/we have full knowledge of the nature and extent of the risks and hazards associated with the extracurricular activity the particulars of which include but are not limited to:
 - a. Injuries from contact with other participants, equipment, or fixtures;
 - b. Injuries resulting from strain to muscles, and joints associated with engaging in the extracurricular activity;
 - c. Injuries resulting from physical exertion associated with engaging in the extracurricular activity;
 - d. Injuries arising from pre-existing conditions that are aggravated by engaging in the extracurricular activity;
 - e. Injuries resulting from transportation or travelling to and from the extracurricular activity; and
 - f. Any other risks associated with the extracurricular activity which are listed in Schedule A to this agreement.
3. I/we are aware that the extracurricular activity has inherent risks and hazards and freely and voluntarily assume all risks and hazards inherent in the extracurricular activity whether reasonably foreseeable or not.
4. I/we understand that if a teacher is not present, a screened volunteer will be authorized to act as an agent of the Division and have the appropriate skills necessary to undertake the extracurricular activity.

Release and Waiver of Liability:

In consideration of the participant's participation in the extracurricular activity, whether the activity occurs during school hours, after school hours, or at any other time:

1. I/we the participant, and in the case of a participant who is a minor, the parent(s)/legal guardian(s) of the participant agrees to release, indemnify and save harmless the Board of Wolf Creek School Division No. 72, its trustees, employees, agents, insurers, and volunteers (collectively referred to as the 'named persons') and each of them individually against and from all actions, claims and demands which may be brought against the above named persons by or on behalf of the participant in respect of or arising out of the injury or the death of the participant or damage to or loss of property belonging to the participant howsoever arising or caused, including because of the negligence of any of the named persons.
2. I/we the participant, and in the case of a participant who is a minor, the parent(s)/legal guardian(s) of the participant, shall indemnify the named persons of and from any and all liabilities, damages, costs, expenses (including all legal fees and disbursements, on a full indemnity basis), claims, demands, payments, suits and actions brought by any third parties against the named persons, either individually or as a group, arising out of the participants participation in the extracurricular activity.
3. I/we acknowledge that I/we have read and understand all of the contents of this agreement, having taken note of specifically the warning stated above, and intend to be legally bound to the contents of this agreement in so signing it on this ____ day of _____, 20__.

Signature of participant

Date (YYYY/MM/DD)

The following signatures are mandatory for participants under the age of 18 years:

Name of parent/legal guardian

Signature of parent/legal guardian

Name of parent/legal guardian

Signature of parent/legal guardian