

**WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT
PARENT/GUARDIAN PERMISSION AND WAIVER OF LIABILITY, ASSUMPTION OF
RISK, AND INDEMNITY AGREEMENT**

Student and Parent Information

Student Name: _____ **School:** _____

Student Grade: _____

Out of Season Extra-Curricular Activity/Sport/Club: _____

Parent/Guardian Name: _____ **Parent/Guardian Cell Phone** _____

Parent/Guardian Email Address: _____

Parent/Guardian Home Address: _____

I, as Parent/Guardian of the student indicated above acknowledge that I am the legal guardian of said student. My student wishes to participate in the above-indicated out of season extra-curricular sport/club activity that is offered at/through the School noted above. I also understand and acknowledge that my student has not been asked, and is not required by the Board to participate in the above indicated out of season extra-curricular sport/club activity; rather any participation by my student is purely voluntary. As a result, I would like my student to be able to participate in the above indicated out of season extra-curricular sport/club activity.

BASED UPON THE ABOVE, I HEREBY AGREE AS FOLLOWS IN ORDER TO PERMIT MY STUDENT TO PARTICIPATE IN THE ABOVE INDICATED OUT OF SEASON EXTRA-CURRICULAR SPORT/CLUB ACTIVITY:

Waiver: I, for myself, and on behalf of my student, _____, for whom I am legal guardian, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Board and any of its board members, directors, officers, employees, and agents (collectively the "Board") **from any and all claims including the negligence of the Board** resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, permitting my student _____ to participate in the above indicated out of season extra-curricular sport/club activity.

Assumption of Risk: I hereby acknowledge that I am assuming all risks associated with permitting my student to participate in the above indicated out of season extra-curricular sport/club activity, and that doing so carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property. I specifically acknowledge that the Board has made no representations as to the safety and/or condition of the above indicated out of season extra-curricular sport/club activity, whether those conditions are known or unknown.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the above indicated out of season extra-curricular sport/club activity. I hereby assert that permitting my student to participate in the above indicated out of season extra-curricular sport/club activity is voluntary and that I knowingly assume all such risks indicated above.

Indemnification and Hold Harmless: I further agree to **indemnify and hold** the Board **harmless** from any and all liability, claims and/or litigation or other actions that I or my student may have for injuries of any kind, including but not limited to direct, special, incidental, indirect, punitive, or consequential damages, whether arising in tort, contract or arising out of my student's participation in the above indicated out of season extra-

curricular sport/club activity, even if caused by the negligence or fault of the Board, any related entities or other authorized agents, including independent contractors.

Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by New Jersey law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by New Jersey law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability by me and my student for whom I have legal guardianship.**

Signature of Parent/Legal Guardian

Print Name

Date

Emergency Contact Person _____ **Relationship to Athlete** _____

Emergency Contact Cell Phone Number _____

Any health concerns coach should know about: _____
