

# RELEASE OF LIABILITY and ASSUMPTION OF RISK

The NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS ("NCC") and its affiliated organizations, including: \_\_\_\_\_ (*please print name of school*) offers its students and their parents and/or guardians the opportunity to take part in extracurricular activities. Students and their parents and/or guardians are not required to participate in extracurricular activities and such activities are not essential to the education and development of the participant. Participation in all extracurricular activities is strictly voluntary and done so at the sole discretion of the participant.

These extracurricular activities (taking place both during daylight and nighttime hours, indoors and outdoors, on campus and off campus) may include, but are not limited to, the following athletic activities: football, volleyball, baseball, softball, basketball, soccer, snow skiing, water skiing, skating, hiking, field hockey, golf, kickball, dodgeball, tetherball, calisthenics, running, cheerleading, jump rope, weight lifting and/or strength training, rugby, tennis, track and field, swimming, diving, fencing, martial arts, wrestling, archery, ping pong, racquetball, badminton, lacrosse, frisbee and/or flying disk, tumbling, and gymnastics. Additional extracurricular activities may include, but are not limited to: decoration of school property to include assembly and construction of banners, signs, floats (to include, but not limited to, the use of ladders, tools, adhesives, solvents, paints), participation in social, sports and academic clubs (to include but not limited to: music, science, language, Bible study, student government, computers, writing, reading, math, media arts and clubs formed to participate in athletic activities including those listed above).

Pursuant to any of the above listed activities and those not listed above, NCC and its affiliated organizations, including the above referenced school, offers its students and their parents and/or guardians the opportunity to voluntarily engage in off campus field trips. All field trips entail transportation from and to campus facilities and may include instruction and supervision by personnel who are not employed or under the control of NCC and its affiliated organizations and educational institutions. While NCC and its affiliated organizations and educational institutions strive to make all extracurricular activities safe, many of these activities carry inherent risks that cannot be completely eliminated. Some of these inherent risks include: collision with persons and/or objects; falling; cold weather and heat related injuries and illnesses; muscle tears, strains and bruising; exposure to paints, solvents and adhesives; becoming lost and/or disoriented; acts of nature; travel to and/or from an activity during day and night; equipment failure and/or operator error; accidents and illnesses in remote areas where there are no means of communications, transportation or medical care; the careless and/or negligent conduct of others. These inherent risks can lead to injury and even death.

When a participant agrees to engage in activities offered by NCC and its affiliated organizations to include the above referenced school, it is the participant's responsibility to know his or her own physical limitations, learn safe techniques, and to learn the proper use and limitations of each piece of equipment used in such activities. A participant and/or parent or guardian should only agree to participate in an offered activity after taking the time to become familiar with that activity and its associated risks. **If you have any questions about an activity or the inherent risks associated with that activity, PLEASE contact an instructor or supervisor before agreeing to participate.**

By initialing below, I acknowledge that I have CAREFULLY read and understand the above.

Date: \_\_\_\_\_

Initials: \_\_\_\_\_ (Minor)

Initials: \_\_\_\_\_ (Parent/Guardian)

## VOLUNTARY PARTICIPATION

I acknowledge that my child's participation in any extracurricular activity offered by NCC and its affiliated organizations to include the above referenced school is done so voluntarily and of my own free will.

## ASSUMPTION OF RISK

I am aware that participation in the extracurricular activities offered by NCC and its affiliated organizations, including the above referenced school, has inherent risks of injury and even death. My child's participation in these activities is voluntary and with the knowledge of the risks involved. I,

individually and on behalf of my child, hereby agree to assume and/or accept the risk of participation, including all risk of personal injury or death.

### **RELEASE OF LIABILITY**

I, individually and as parent or guardian of \_\_\_\_\_ (*please print child's name*), in consideration for my child being permitted to use the facilities and/or for being permitted to participate in the extracurricular activities offered by NCC and its affiliated organizations, including the above referenced school, hereby release and discharge NCC, its affiliated organizations, and the above referenced school, and these entities' owners, employees, officers, directors, members, or agents from all claims, demands, actions, judgments, and executions which the undersigned ever had, or now has, or may have, or which the undersigned's assigns, heirs, distributees, guardians, and legal representatives may have, or claim to have against NCC or its affiliated organizations, including the above referenced school, and these entities' owners, employees, officers, directors, members, or agents for all personal injuries, known or unknown, whether resulting from the negligence or other acts, howsoever caused, and injuries to property, real or personal, caused by, or arising out of, or the result of my child's participation in any extracurricular activity offered by NCC, its affiliated organizations to include, the above referenced school.

### **LIABILITY WAIVER - PRIVATE TRANSPORTATION**

I (We) have been informed that my child may be transported in a privately owned vehicle driven by parents or students and/or by a privately owned bus company. In consideration for being permitted to participate in the extracurricular activity, I hereby waive any claim against the above referenced school and NCC and its affiliated organizations and these entities' employees, officers, directors, representatives and/or agents for any injury suffered by my child in connection with the transportation of my child and I will look solely to the driver or owner of the transporting vehicle and his or her insurance carrier for compensation.

### **DUTY TO DISCLOSE PHYSICAL FITNESS**

Each participant who desires to participate in any athletic activity offered by NCC, its affiliated organizations and/or the above referenced school shall take all necessary precautions to assure themselves that they are physically able to safely participate in the athletic program of their choice. It is the sole and exclusive responsibility of the participant and his or her parent or guardian to inform NCC, its affiliated organizations and/or the above referenced school IN WRITING of any restriction and/or physical limitation placed upon the participant. The participant and parent or guardian certifies and attests that the participant will not participate in any athletic activity without first taking all necessary steps (to include, but not limited to, a doctor's examination) to assure themselves of the participant's fitness to engage in the athletic activity of their choice.

### **KNOWING AND VOLUNTARY EXECUTION**

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL OF MY CHOICE REVIEW AND EXPLAIN THE SIGNIFICANCE OF THIS DOCUMENT TO ME PRIOR TO MY AGREEMENT TO BE BOUND BY ITS TERMS. I AM AWARE THAT THIS RELEASE OF LIABILITY CONSTITUTES A CONTRACT BETWEEN ME AND NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS AND ITS AFFILIATED ORGANIZATIONS, INCLUDING THE ABOVE REFERENCED SCHOOL, AND I SIGN IT OF MY OWN FREE WILL. IN WITNESS WHEREOF, I HAVE EXECUTED THIS RELEASE ON THE DATE AND AT THE PLACE WRITTEN BELOW.**

**Parent/Guardian**

Date: \_\_\_\_\_

Name: \_\_\_\_\_(please print)

Signature: \_\_\_\_\_

**Participant/Minor**

Date: \_\_\_\_\_

Name: \_\_\_\_\_(please print)

Date of Birth: \_\_\_\_\_