

## ASSUMPTION OF RISK AGREEMENT, RELEASE AND WAIVER

### READ CAREFULLY BEFORE SIGNING

**ASSUMPTION OF RISK:** In consideration of participation in \_\_\_\_\_ and the use of facilities (“the Premises”), owned by the Allegany County Board of Education (“the Board”), the undersigned, in their individual and/or guardian capacity, fully and unconditionally assumes and incurs all responsibility for all risk or damage or injury, including death, that may occur to the undersigned’s person or property while present on the Board Premises while participating in or attending the above described activity. Such assumption of risk, however does not apply to any injury arising from the negligence or willful misconduct of the Board.

**RELEASE:** In addition to the assumption of risk described above and the waivers and releases contained in the application for use of facilities, which are hereby incorporated by reference, the undersigned hereby releases and discharges the Board, its successors, assigns, affiliates, officers, directors, employees, agents or legal representatives from all claims, losses, demands, liability, actions or causes of action, present or future, whether known or unknown, anticipated or unanticipated, of any kind or character (including, without limitation, for attorneys’ fees, costs and expenses), resulting from or arising out of the undersigned’s presence on the Premises which in any way relate to the activity described above.

**WAIVER:** The undersigned hereby waives any and all right to bring any legal action against the Board, and its respective employees for injury or damage that may be sustained while present on the Premises, except to the extent causes by the negligence or willful misconduct of the Board.

This Agreement shall be binding on the undersigned as well as the undersigned’s heirs, successors, assigns, executors and personal representatives, and shall be an absolute bar to any future claims the undersigned may have against the Board and its employees relating to the undersigned’s presence on the Board’s Premises except as expressly provided herein.

**By signing this document, I acknowledge that if anyone is hurt or if property is damaged during participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Allegany County Board of Education. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

In Witness Whereof, the undersigned has read and caused his Agreement to be executed freely and knowledgeably this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, after ample opportunity to review the document with any individuals, advisors and counsel so desired.

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

#### PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) being permitted by the Board to participate in its activities and to use its equipment and facilities, I agree to the assumption of risk, indemnification and waivers as described above on behalf of myself and on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_