

# CLUB SPORT PARTICIPATION HOLD HARMLESS AGREEMENT INCLUDING ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

I, \_\_\_\_\_ (name of parent or guardian) desire that my child \_\_\_\_\_ (name of student, and here after referred to as "my child") participate in \_\_\_\_\_ (the "Club Sport"), including travel to and from, and participation in, practices and competition at Ashland High School, as part of the Ashland School District and including any of its officers, trustees, representatives, employees and agents (here after referred to as "Ashland School District"). In consideration of being allowed to participate in the Club Sport, I hereby acknowledge and agree as follows:

1. **I am fully informed or otherwise aware of, and fully assume, all risks to person or property in connection with my child's participation in the Club Sport** (including, but not limited to, damage and loss of property, bodily injuries, medical treatment and death). My child is in good physical and mental health and does not have any physical or mental conditions, which could affect my child's ability to participate in the Club Sport. I have medical insurance coverage appropriate for my child's participation in the Club Sport and have provided evidence of such insurance coverage and emergency contact information to Ashland School District and/or the independent club. The Ashland School District shall not pay any insurance claims for my child in connection with my child's participation in the Club Sport.
2. **I fully and forever RELEASE, WAIVE AND DISCHARGE and COVENANT NOT TO SUE, Ashland School District** from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in connection with my child's participation in the Club Sport from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of Ashland School District or others.
3. **I shall INDEMNIFY AND HOLD HARMLESS Ashland School District** for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, as a result of my child's intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent act of omissions of Ashland School District or others.
4. **I shall fully comply with all applicable laws, school policies and Club Sport rules and regulations while participating in the Club Sport.** If my child's participation in the Club Sport is at any time deemed detrimental to the Club Sport or any other participants, as determined by the Athletic Director and/or Club Sport in their sole discretion, I understand that (i) my child may be expelled from the Club Sport without Ashland School District incurring any liability, (ii) I may incur liability to Ashland School District under this Agreement, and (iii) my child may be subject to further disciplinary action by Ashland School District, Ashland High School, the Athletic Office, or Independent Sport Club.
5. **This Agreement may not be assigned or transferred except in writing** duly executed by myself, the Athletic Office and the Club Sport. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
6. **I (i) have read and fully understand this Agreement,** (ii) intend that this Agreement be legally binding upon and enforceable against my child and my family members, estate, heirs and legal representatives, (iii) intend that this Agreement inure to the benefit of Ashland School District, and (iv) confirm that I am at least eighteen years of age, fully competent, and entering into this Agreement voluntarily of my own judgment.
7. **To the fullest extent allowed by law, I release from liability and agree to hold harmless the Ashland School District and any of its officers, employees and agents, for any injury sustained or incurred by my child during the course of traveling** to or from any Ashland High School sponsored club sport activity in a motorized vehicle that is operated by another student or parent. This Hold Harmless Agreement covers and applies to all Ashland High School sponsored club sports and shall remain in effect as long as the above named child is enrolled in Ashland High School.

I understand that Ashland School District requires all drivers who transport other students to or from club sport activities to carry car insurance in accordance with state law. I also understand that a three-year driving record check has been performed and does not include more than three moving violations or any serious driving offense, and that each non-student volunteer is subjected to a background check.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of \_\_\_\_\_, 200\_\_\_\_\_.

Parent or Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

\_\_\_\_\_ In accordance with the above agreement, I give my child permission to ride to and from team events and practices with all approved drivers.

**OR**

\_\_\_\_\_ In accordance with the above agreement, I give my child permission to ride to and from team events and practices with the following district approved drivers:
