



ANCHORAGE SCHOOL DISTRICT

OPEN FACILITY USE

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

This document affects your significant legal rights and remedies. Please read carefully.

I certify that I am a participant, or the parent or legal guardian of a participant ("Participants"), who intends to take part in activities, including workouts and training, which will be organized by schools and/or coaches pursuant to the rules and regulations set forth by the Alaska School Activities Association ("Activities"), utilizing Anchorage School District property, equipment, and resources. In consideration of the benefits and opportunities afforded Participants of the Activities, I, on behalf of myself and/or the Participant, state and unconditionally agree as follows:

1. This Assumption of Risk and Waiver of Liability ("Agreement") includes the Anchorage School District, as well as its board members, administrators, officers, directors, employees, volunteers, parents, students, insurers, and all other persons or entities representing the District (collectively, "the District").
2. I understand that participation in the Activities increases a Participant's exposure to certain risks – inherent or otherwise – including (without limitation) accidents; injuries; slip and fall injuries; tripping hazards; criminal conduct; harassment or sexual abuse; and the NEGLIGENCE of fellow Participants, the District, and others. Such risks specifically include bumps, bruises and other minor injuries; damage to property; significant injuries, including but not limited to permanent disabilities, brain injuries, and paralysis; severe emotional distress; and even death. While the District will make efforts to mitigate these risks to the extent the District's facilities, equipment, and resources are utilized by the Activities, the District is not infallible and may make mistakes; it will not be supervising, organizing, or monitoring the Activities; and it may or will not have control over a Participant's exposure to these risks.
3. I have made my own evaluation of the risks associated with participation in the Activities as the Participant, or parent or legal guardian of the Participant, including, but not limited to, the risks set forth in Paragraph 2 above, including NEGLIGENCE, as well as all other risks that may arise out of, or pertain to, the Participant's participation in the Activities, inherent or otherwise. I understand these risks and I unequivocally assume them willingly on behalf of myself, the Participant, and each and every one of our heirs, representatives, executors, administrators, and assigns.
4. I, ON BEHALF OF MYSELF AND THE PARTICIPANT, AND EACH AND EVERY ONE OF OUR HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREE TO FOREVER RELEASE, INDEMNIFY, AND HOLD THE DISTRICT HARMLESS FROM ANY CLAIMS OR CAUSES OF ACTION (WHETHER SOUNDING IN TORT [NEGLIGENCE, NEGLIGENT HIRING/TRAINING/SUPERVISION, WRONGFUL DEATH, OR OTHERWISE], CONTRACT, WARRANTY, STATUTORY LIABILITY, STRICT LIABILITY, OR OTHERWISE), DEMANDS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS) OF ANY KIND OR NATURE WHATSOEVER THAT IN ANY WAY ARISE OUT OF, RESULT FROM, OR PERTAIN TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.
5. The Alaska School Activities Association, or another party participating in the Activities, may have its own waiver governing liability or assumption of risk. This Agreement is not intended to, and does not limit the scope of, any other waiver, or the protections or legal rights afforded the District or any other party under any other waiver.

This Agreement is a binding contract that prevents any lawsuit against the District arising out of or pertaining to the participation in the Activities, including, but not limited to, any NEGLIGENCE claims.

FULLY UNDERSTANDING ALL OF THE ABOVE, AND WITH REASONABLE TIME TO SEEK ASSISTANCE FROM A PROFESSIONAL, SUCH AS A LAWYER, TO UNDERSTAND THIS AGREEMENT, I UNEQUIVOCALLY AGREE TO THE TERMS OF THIS AGREEMENT FOR SO LONG AS THE PARTICIPANT PARTICIPATES IN THE ACTIVITIES.

Printed Name(s) of Participant(s): _____

Parent/Legal Guardian Name: _____ Email: _____ Phone: _____

Signature of Parent/Legal Guardian (or if over 18, the Participant): _____ Date: _____