

Home *EAGLES* School

Waiver and Release of Liability

(Please list all participating children including those who run with the team that are not officially on the team.)

(Participant) (Age) DOB _____

(Participant) (Age) DOB _____

(Participant) (Age) DOB _____

(Participant) (Age) DOB _____

(Participant) (Age) DOB _____

(Parent/Legal Guardian)

(Address)

(City) (State) (Zip Code)

(Home Telephone No.) (Work or Cell Telephone No.)

In consideration for Participant's being permitted to participate in Home School Eagles (HSE) Sports programs, events, or retreats and/or use HSE facilities or equipment. Participant, Parent(s) and/or Legal Guardian(s) of a minor Participant, agree as follows:

1. ACKNOWLEDGEMENT OF RISK. Participant, Parent(s) and/or Legal Guardian(s) acknowledge and fully understand there are inherent risks of serious injury or death associated with vigorous physical activity such as running. These inherent risks include: falls; encountering natural dangers such as falling rocks or objects, irregular or uneven ground, or unseen and unmarked objects. Inherent risks also include acts or omissions of other participants; the condition of equipment or property, the road, track, or trails; weather conditions (such as lightning strikes, sunburn, rain or hail storms, tornadoes, and the like); contact with plants, animals or insects; the risk of Participant engaging in unauthorized activities; Participant's physical condition; Participant's own acts and omissions; conditions of roads, trails, waterways or terrain; the administration and availability of first aid and emergency treatment; and consumption of food or drink by Participant. Participant, Parent(s) and/or Legal Guardian(s) further acknowledge that all inherent risks associated with such activities cannot be described in this document.

2. ADDITIONAL ACKNOWLEDGEMENTS. I authorize and empower the coaches to authorize any medical care or treatment for the minor that may appear reasonably necessary as a result of emergency, accident, or illness whether occurring before, during, or after an event. I also give permission to the Home School Eagles to use any photographs, motion pictures, recordings, or the like for any legitimate purpose.

3. PARTICIPANT WAIVER OF RIGHTS AND RELEASE OF LIABILITY. Participant, Parent(s) and/or Legal Guardian(s) hereby release, waive, discharge and covenant not to sue HSE, its coaches, assistant coaches, officers, directors, and/or volunteers (collectively, the "HSE Releasees") from all liability to the Participant, Parent(s), and/or Legal Guardian(s), their personal representatives, assigns, heirs and next of kin, for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in the death of Participant, Parent(s) and/or Legal Guardian(s), arising out of or related to participation in HSE programs, events or retreats, including but not limited to those risks described in paragraph 1 above, or otherwise. This waiver of rights and release of liability does not include injury, damage, death or loss as a result of the intentional or reckless acts of the HSE Releasees.

4. OPPORTUNITY TO NEGOTIATE. You are encouraged to review the contents of this agreement carefully. DO NOT SIGN this Agreement unless you understand and agree to its terms and conditions. You may wish to consult an attorney. If you wish to NEGOTIATE any of the terms of this Agreement for any modifications, deletions or additions, please contact Jilleen Pfarr prior to signing and executing this Agreement. If you do not contact Jilleen Pfarr prior to signing and executing this Agreement, HSE understands that you are accepting the terms and conditions set forth above, and that you do not wish to pursue any negotiations regarding the terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY. I FURTHER CERTIFY THAT IF I SIGN BELOW AS A PARENT OR LEGAL GUARDIAN, I AM AUTHORIZED TO DO SO ON BEHALF OF ALL PARENTS AND/OR LEGAL GUARDIANS, AS WELL AS THE PARTICIPANT UNDER THE AGE OF 18.

(Participant if over 18)

Date

(Parent/Legal Guardian)*

Date

(Parent/Legal Guardian)*

Date

*Must sign if participant is under age 18.
