

San Dieguito Union High School District

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR
OFF-CAMPUS PHYSICAL EDUCATION PROGRAM PARTICIPATION**

This is a release of liability and assumption of risk agreement. Read it carefully and sign below. Completion of this release is a prerequisite to participation in off-campus physical education program. This release essentially says the student named below is going to participate in an off-campus physical education program which involves inherent risks to participants. If he/she is hurt, injured, or even dies, you (i.e., the student, parents and heirs) will not make a claim against or sue the San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents, or expect them to be responsible or pay for any damages.

NOW, THEREFORE LET IT BE KNOWN:

We, the undersigned, understand and acknowledge that _____ (NAME OF STUDENT) has voluntarily chosen to participate in an off-campus physical education program. We know and fully understand that any physical education activity, including, but not limited to, beach activities, bowling, golf, racquetball, skateboarding, surfing, swimming & aquatic games, and weight conditioning, involves numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even die. Regardless of whether the athletic activity involves physical contact or not, all athletic activities and sports have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by players, instructors, coaches, trainers, or other staff. Furthermore, we understand that the off-campus physical education program may involve physical activities which are off of school district premises and unsupervised by the school district. We acknowledge and willingly assume all risks and hazards of potential injury and death in this off-campus physical education program, including any transportation to or from any such program.

_____'s (NAME OF STUDENT) participation in this off-campus physical education program is purely voluntary and it is being done at his/her own risk

In consideration for San Dieguito Union High School District allowing the above-named student to participate in this off-campus physical education program, we voluntarily agree to release, waive, discharge, and hold harmless San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the student illness, injury, death and damages of any nature in any way connected with the student's participation in this program. We also expressly agree to release and discharge San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

As parent or legal guardian of the student/participant under 18 years of age, I have read and voluntarily agree that my son/daughter may participate in this off-campus physical education program, and I sign this release on his/her behalf. In signing this document, I fully recognize and understand that if my son/daughter is hurt, dies, or his/her property is damaged, I am giving up the student's right and the rights of the parents and heirs to make a claim or file a lawsuit against San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents.

California Law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions, shall sign a statement waiving such claims." (Education Code Section 35330)

WE, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. WE UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. WE FURTHER UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS OFF-CAMPUS PHYSICAL EDUCATION PROGRAM. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE PROGRAM AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

Student/Participant Signature

Date

Parent/Guardian Signature (if Student/Participant is under 18)

Date