

RELEASE TO PARTICIPATE IN  
ACTIVITY (NON-STUDENT PARTICIPANT)

Club: \_\_\_\_\_ Activity: \_\_\_\_\_  
Date of Activity: \_\_\_\_\_ Name of Participant: \_\_\_\_\_

**Carefully read this release. It includes a release of claims against Plano Independent School District and its employees, governing board, officers, agents, program directors, instructors, the Club (as identified above) and volunteers, (collectively the "District"), including but not limited to a release of claims caused by the negligence or strict products liability of the District.** This release is to be construed as broadly as possible. It includes a release of claims against the District for its, joint or singular, sole or contributory, negligence or strict liability, including liability arising from the alleged violation of any statute (other than those prohibit discrimination based on race, age, sex, or other classification which has experienced historical discrimination), resulting from, relating to, or arising out of participation, directly or indirectly, as a participant or spectator, or in any other capacity, in the Activity (defined below).

The Activity (as identified above) involves risk of injury, including risk of permanent disability, paralysis, or death.. If you or your child would like to participate in this Activity, this Release must be submitted to the District by and through its authorized representative prior to participation in the Activity.

My and/or my student's participation in and use of transportation during, to, and from the Activity and/or participation in the Activity is purely voluntary and at my and/or his/her sole discretion. The District is not encouraging your participation.

I, on behalf of myself and/or the minor named below (the "minor"), agree to desire to participate in the Activity. I understand the Activity involves health risks and a danger of accidents, including the possibility of death. I understand that there are inherent risks in this Activity and that **Plano Independent School District ("PISD")** does not possess the ability to eliminate those risks. Knowing this I assume any risks. I authorize PISD and Club employees, volunteers, program directors and/or instructors to act as Agents for the undersigned for the limited purpose of consenting to Medical, Surgical, and/or Dental examination and/or any and all other Treatments deemed necessary by medical personnel.

In consideration of the the District allowing me or the minor identified below to participate in the Activity and other good and valuable consideration, the receipt of which is acknowledged, **I, on behalf of myself, the minor (whether myself or someone else), any other minor child or legally incapacitated person for whom I can execute this document, my heirs, assigns and any other person or entity claiming to have legal rights by and through me, release and agree to defend, indemnify, and hold harmless, PISD, the Club and their employees, governing board, officers, volunteers, agents, program directors and/or instructors (collectively "the District"), from all claims of and/or liability for personal injury, property damage or wrongful death, including, but not limited to, claims or liability of the District based, directly or indirectly, on the District's negligence, contributory negligence, strict products liability, and/or liability under any statute resulting from, relating to, or arising**

**out of: (i) participation in the Activity; (ii) transportation during, to or from the Activity; (iii) operation of any motor vehicle by the District; (iv) use of any of the District's facilities, equipment, or tools; (v) the District's supervision, whether proper or improper, or failure to supervise students, participants, volunteers or educators; and/or, (vi) any other act or omission of the District or students of the District resulting from, relating to, or arising out of the Activity.** I intend this release to be as broad as possible.

This is not a waiver of PISD's immunity. I am authorized to sign this release. I agree to indemnify and defend the District if I am not authorized to sign and legally bind the registrant or if the person named herein attempts to rescind this Release. If any term of the Release is deemed void or voidable, it shall not affect the enforceability of anything else in the Release.

This Release was prepared and executed in Collin County, Texas. The consideration for this Release was provided in Collin County, Texas. Texas law governs enforcement of this Release, without regard to the location of any occurrence which may be subject to this Release. In the event of a lawsuit, I agree that the forum and venue shall be a state district court in Collin County, Texas. I understand that without my execution of this Release, the District will not permit me to participate in the Activity.

The parties signing below agree they were advised to consult with legal counsel of their choosing before signing this Release, that they had adequate time to consider this Release, and that they have completely read and understood the terms of this Release. The decision to execute this Release is not based on any representation or promise by the District. The Release supersedes any representations or promises made before execution of the release. The parties executing the Release have relied solely on their own judgment in executing it.

By my signature below, I agree to these terms and confirm my desire that I or the minor be included in Activity.

**Participant (or Parent or Guardian of Participant if Participant is Minor):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relation to Participant if Participant is Minor: \_\_\_\_\_

**Minor Participant (if Parent/Guardian signature required above)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_