

SPORTS PROGRAM RELEASE AND WAIVER

By its very nature athletics can put students in situations in which serious catastrophic and perhaps fatal accidents and injuries could occur. Many forms of athletic competition result in physical contact between players as well as the use of equipment, any and all of which may result in serious accidents, strenuous physical exertion, exposure to outside elements, and numerous other exposures to risk of injury. The risk of injury from athletic activities (including, without limitation, events/games, conditioning, and training) and the transportation associated with such activities is significant, including, without limitation, risk of permanent paralysis, concussion, other serious physical or mental impairment, and death. Students and parents/guardians must assess the risks involved in such participation and make their choice whether to participate in spite of those risks. No amount of instruction, precaution, equipment, personal discipline, or supervision will totally eliminate all risk of injury or death.

In consideration of _____ (the "Participant") being allowed to participate in any way in the Chesterton Academy of Sacramento (the "School") physical education and athletics program, including, without limitation, participating in, competing and/or observing clinics, events/games, conditioning, and training on and off School property, riding in School provided transportation, traveling to and participating in practices and athletic competitions at other schools and venues, or using any athletic equipment (collectively the "Program"), and understanding and acknowledging that the School is a non-profit educational institution we, the Participant and the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves and the Participant (collectively the "Releasers"), do hereby waive, release and discharge, and promise not to sue the School, and its officers, directors, trustees, employees, staff, coaches, volunteers, chaperones, and supervisors and their successors and assigns (collectively the "Released Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses arising out of or connected with, directly or indirectly, the Program, whether described in this Release and Waiver or not, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Released Parties, or any of them, or any third party (collectively the "Claims"). This Release and Waiver does not apply to the willful misconduct of the Released Parties. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Release and Waiver.

By granting permission to Participant to participate in the Program and in signing this Release and Waiver, we acknowledge and agree that: (1) we are aware of and understand fully the risk to the Participant personally and to the Participant's property, which may result in Participant's serious or permanent bodily injury or death, and we understand that the risk to the Participant can be a consequence not only of the Participant's acts or omissions, but also of the actions or negligence of the School (including coaches, staff, employees, volunteers, agents, representatives or any other of the Released Parties), other participating students, independent contractors or third parties, or transportation and equipment; (2) we are responsible for requesting any additional information we need to determine whether the Participant will participate in the Program; and (3) the School's coaches and staff have been available to answer questions about the nature and demands of the Program.

We and Participant agree that Participant has a responsibility to help reduce the chance of accidents and injuries. We and Participant agree that Participant will comply with all techniques, rules, directives, and regulations and standard and customary terms for participation. If, however, Participant observes any unusual or significant hazards during participation or experiences any physical problem, Participant will remove himself/herself from participation and bring such to the attention of the nearest coach or official immediately. In addition, we and Participant agree that Participant shall inspect daily all equipment used, properly utilize all equipment worn or used, and refrain from improper uses.

We acknowledge that we have read and discussed with each other and with the Participant this Release and Waiver and the Program, including, without limitation, the inherent risks of the Program, and the Participant understands the activities and risks and, with our consent, voluntarily chooses to participate in the Program.

Each of the Releasors assume full, sole, and complete responsibility for ALL RISKS, inherent and otherwise, known and unknown, whether or not described in this Release and Waiver, including, without limitation, risks of, death, personal or bodily injury, disability and/or property damage resulting from, in connection with, or in any way related to, Participant's participation in the Program.

We represent and warrant to the Released Parties, that Participant has no medical condition (physical or mental) which would or could impact on the Released Parties allowing Participant to participate in the Program and that the Participant is physically able to participate in the Program.

Furthermore, by signing below we acknowledge that we have received the opportunity (and been strongly encouraged) to review this Release and Waiver with an attorney, that we have carefully read and fully understand the contents of this Release and Waiver, that we are giving up substantive legal rights (both Participant's and our own, as well as the rights of all other Releasors), and that we have not been induced to sign this Release and Wavier by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Release and Waiver this ___ day of _____, 202__.

By: _____
Participant: Signature

By: _____
Participant: Print Name

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name