



Student Activity Release of Liability and Consent to Medical Attention

Participating in a sports “feeder” or off-season development program (the “Activity”) may involve risks. Although South Bend Community School Corporation has taken reasonable and prudent steps to reduce foreseeable risks, those risks still exist. In exchange for SBCSC allowing the student named below to participate in the Activity, the student’s parent or legal guardian (referred to in the first person below) agrees as follows by signing this document:

- 1. Permission and Student’s Medical Condition.** I give my student permission to participate in the Activity. I certify that my student is physically capable of participating, that I have informed SBCSC in writing of any medical condition or allergy my student has and any medication my student is taking, that affects my student’s ability to participate in the Activity.
- 2. Identification of Risks.** The Activity involves (among other things) physical movement and exertion as required to play or practice the sport, including running, jumping, and physical contact with other players. Physical movement and exertion of this type involves inherent risks, including the risk of injury and the possibility of permanent disability and death. The Activity may involve other risks that SBCSC does not know about and cannot reasonably foresee. **This document applies to *all* these risks and any other risks associated with participating in *any aspect* of the Activity,** including (but not limited to) risks created by:
 - a. the actions, inactions, or negligence of SBCSC or its employees, agents, or contractors (collectively, its “Representatives”);
 - b. my student’s physical, emotional, and psychological limitations or discomfort;
 - c. the physical, emotional, and psychological limitations or discomfort of others;
 - d. the use or condition of any premises where the Activity occurs;
 - e. the lack or inadequacy of policies, rules, or regulations with respect to the Activity;
 - f. SBCSC or its Representatives failing to foresee or to protect my student from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons;
 - g. the inadequacy or unavailability of medical facilities, treatment, or professionals; or
 - h. the lack or inadequacy of supervision by SBCSC or its Representatives.

- 3. Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with participation in the Activity.
- 4. Release and Waiver.** I release SBCSC and its Representatives from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys’ fees, in any way connected with participation in the Activity, even if caused in whole or in part by the negligent acts or omissions or other misconduct of SBCSC or any of its Representatives (a “Claim”).
- 5. Indemnification.** I agree to reimburse SBCSC and its Representatives for and to hold them harmless from any Claim or expense (including reasonable attorneys’ fees for the legal counsel of SBCSC’s choice and the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument) in any way connected with a Claim.
- 6. Binding Effect.** This instrument will bind my relatives, personal representatives, heirs, beneficiaries, and assigns.
- 7. Consent to Medical Treatment.** I authorize (but do not require) SBCSC and its Representatives to provide my student customary medical assistance, transportation, and emergency medical services for injuries related to the Activity. I acknowledge that athletic insurance provided through SBCSC will not cover medical treatment for injuries from the Activity. I will be responsible for any costs for such assistance, transportation, and services.
- 8. Severability.** If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision will be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability will not otherwise affect any other provision of this instrument.

I understand that by signing this document, I am giving up substantial legal rights. Therefore, I have read it fully and carefully.

Student Name and Grade (printed)

Parent or Legal Guardian name (printed)

Parent or Legal Guardian Contact Number(s)

Signature (Parent or Legal Guardian) Date