



ANCHORAGE SCHOOL DISTRICT
Acknowledgement of Risks, Assumption of Risk and Responsibility,
and Release of Liability ("Agreement") -- Minors

I, _____, certify that I am the parent or legal guardian of minor child _____ (the "Participant"). I hereby request that the Participant be permitted to participate as a volunteer in the Anchorage School District's post-earthquake classroom cleanup ("Activity"). In consideration of the Anchorage School District's permission for the Participant to enter its facilities and participate in the Activity, I, on behalf of myself and the Participant, state and unconditionally agree as follows:

1. References to the Anchorage School District (the "District") shall include the District, its past, present, and/or future board members, administrators, officers, employees, volunteers, parents, students, agents, attorneys, insurers, reinsurers, representatives, designees, and assigns.

2. I understand that participation in the Activity involves certain risks and dangers inherent with entering and remaining inside earthquake-damaged facilities, and assisting with cleanup in such facilities. These inherent risks may include, without limitation, a risk of structural collapse; a risk of collapse of objects within the facility; falling objects; tripping hazards; slippery surfaces; uneven surfaces; encountering heavy fallen objects; possibility for loss of grip; possibility of falls from high elevations; possibility of collisions with other Participants or objects; the negligence of the Participant; and the negligence of others. **These risks may be extreme, and may result in fatigue; property damage; personal injury; serious personal injury; disability; or even death.** I have made my own investigation of the risks of participation in the Activity as the parent or legal guardian of the Participant and on behalf of the Participant, and I understand these risks and assume them willingly on behalf of myself, the Participant, and each and every one of our heirs, representatives, executors, administrators, and assigns.

3. **ON BEHALF OF MYSELF, THE PARTICIPANT, AND EACH AND EVERY ONE OF OUR HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, I UNEQUIVOCALLY ASSUME ALL RISKS, INCLUDING BUT NOT LIMITED TO THE RISKS IDENTIFIED IN SECTION 2, ABOVE, THAT MAY ARISE OUT OF OR PERTAIN TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.**

4. I agree that throughout the duration of the Activity, the Participant will serve as an uncompensated volunteer, and shall not receive any remuneration from the District or anyone else for participation in the Activity.

5. I warrant that the Participant is of suitable physical and mental ability to participate in the Activity.

6. I agree to supervise the Participant at all times during his or her presence within District facilities for the Activity.

7. Throughout the duration of the Activity, I grant permission to the District to authorize and consent to any emergency medical treatment, procedure, or provision of medication or medical assistance of any kind for me, and I agree that such action shall be subject to the terms of this Agreement. I authorize any provider of medical services to rely on this consent.

8. **ON BEHALF OF MYSELF, THE PARTICIPANT, AND EACH AND EVERY ONE OF MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE AGREE TO FOREVER RELEASE, INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS FROM ANY CLAIMS OR CAUSES OF ACTION (WHETHER SOUNDING IN TORT [NEGLIGENCE, NEGLIGENT HIRING/TRAINING/SUPERVISION, WRONGFUL DEATH, OR OTHERWISE], CONTRACT, WARRANTY, STATUTORY LIABILITY, STRICT LIABILITY, OR OTHERWISE), DEMANDS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS) OF ANY KIND OR NATURE WHATSOEVER THAT IN ANY WAY ARISE OUT OF, RESULT FROM, OR PERTAIN TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.**

9. Should the District, or anyone acting on its behalf, incur attorney's fees and/or costs to enforce the terms of this Agreement, or to defend any claims brought by myself, I hereby agree to indemnify and hold the District harmless for (in other words, I agree to pay for) any and all such attorney's fees and/or costs.

Warning: This Agreement is a binding contract that prevents you, the Participant, and your collective heirs, representatives, executors, administrators, and assigns from bringing any lawsuit against the District arising out of or pertaining to your participation in the Activity, including but not limited to any negligence claims. This document affects your substantial legal rights and remedies. Please read it carefully before proceeding.

FULLY UNDERSTANDING ALL OF THE ABOVE, AND WITH REASONABLE TIME TO SEEK ASSISTANCE IN UNDERSTANDING THIS AGREEMENT, I UNEQUIVOCALLY AGREE TO THE TERMS OF THIS AGREEMENT.

Signature of Parent or Legal Guardian: _____

Date: _____

Printed Name of Parent or Legal Guardian: _____

Phone: _____