



ANCHORAGE SCHOOL DISTRICT
Acknowledgement of Risks, Assumption of Risk and Responsibility, and Release of Liability
("Agreement") – For Fun Alaska Recreational Equipment

I, _____ certify that I am the parent or legal guardian of _____ (the "Participant"). I request that the Participant be given the opportunity to participate in the For Fun Alaska activities (the "Activities") with the Anchorage School District, which include the use of recreational equipment including but not limited to inflatable obstacle courses and structures, sumo suits, mechanical bucking devices, and dunk tanks. Permission is hereby given for the Participant to participate in the Activities. In consideration of the benefits and opportunities afforded the Participant by participation in the Activities, I, on behalf of myself and the Participant, state and unconditionally agree as follows:

1. References to the Anchorage School District (the "District") 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 Activities involves certain inherent risks and dangers. These inherent risks include (without limitation) uneven surfaces or changing condition of the equipment; falling or being thrown from equipment; inclement weather; equipment or operator failure; collisions with other individuals; equipment misuse or negligence of the Participant; and equipment misuse or negligence of others. I understand that these risks cannot be eliminated without jeopardizing the essential qualities of the Activities and that they may result in fatigue, property damage, loss of balance, injury, significant injury/disability, suffocation and even death. Furthermore, while the District seeks safety, it is not infallible and may misjudge conditions, give incomplete warnings or instructions, or act with other negligence. I have made my own investigation of the risks of participation in the Activities 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 RELATED TO, ARISING OUT OF, OR RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, INHERENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE RISKS IDENTIFIED IN SECTION 2 ABOVE, AND INCLUDING NEGLIGENCE OF THE ANCHORAGE SCHOOL DISTRICT OR FOR FUN ALASKA.

4. Throughout the duration of the Activities, I hereby 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 the Participant, and I agree that such action shall be subject to the terms of this Agreement. I hereby authorize any provider of medical services to rely on this consent. I understand that the District **does not** provide medical coverage for the Participants, and I understand that it shall be my responsibility to provide for payment of medical expenses should they occur. I further certify that the Participant is in good health and has no physical condition that would prevent participation in the Activities.

5. ON BEHALF OF MYSELF, THE PARTICIPANT, AND EACH AND EVERY ONE OF OUR HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO FOREVER RELEASE, INDEMNIFY 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, ATTORNEYS' 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 ACTIVITIES.

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

Signature of Participant:
 (High School Students Only) _____

Date: _____