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ANCHORAGE SCHOOL DISTRICT ELEMENTARY CROSS COUNTRY RUNNING JAMBOREE Acknowledgement of Risks, Assumption of Risk and Responsibility, and Release of Liability ("Agreement")

____, certify that I am the parent or legal guardian of minor child (the "Participant"). I request that the Participant be given the opportunity to

participate in the Elementary Cross Country Running Jamboree (Jamboree) on ______, 20____, 20____. Permission is hereby given for the Participant to participate. In consideration of the benefits and opportunities afforded the Participant by participating, 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 Jamboree involves certain risks and dangers inherent with running programs on trails, pathways & through wooded areas. These inherent risks include (without limitation) changing weather conditions; existing and changing snow/ice/mud conditions; uneven ground and/or trail surfaces; potential exposure to wild life including moose and bear, insect bites; bare spots; rocks; exposed roots, stumps and trees; collisions with these natural objects and with man-made objects, or other runner or pedestrians on the trails; variations in terrain; the negligence of the Participant; and the negligence of others, including drivers of vehicles near the trails and in cross walks. These inherent risks may result in fatigue; injury; significant injury/disability; and even death. I have made my own investigation of the risks of participation in the Jamboree 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 PARTICIPATING IN THE JAMBOREE, 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 JAMBOREE.

4. Throughout the duration, I hereby grant permission to the District and any chaperones 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.

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, 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, 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 JAMBOREE.

6. 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 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 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 the Participant's participation in the Jamboree, including but not limited to any negligence claims. <u>This document affects your substantial legal rights and remedies.</u> 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: Printed Name of Parent or Legal Guardian: | | Date: |
|---|--------|---------------------------|
| | | Phone: |
| School: | Grade: | Classroom Teacher's Name: |
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