



AGREEMENT TO PARTICIPATE IN ACTIVITIES

PARTICIPANT INFORMATION (Print Clearly)

Participant(s) Name : (Student and Parent Signing Agreement Below for Student Under Age of 18)	Address of Participant(s): (Include city and zip)
Description of Activity:	Name of ABLE Staff Member Receiving This Agreement: (As Signed and Dated On Page 3)
Premises/Location of Activity:	Date(s)/Term of Activity:

(*NOTE: Please read carefully because this document cannot be altered in any way.***)**

1. ASSUMPTION OF RISKS: I (also referred to as “Participant,” “my,” or “me,” and including the parent of a student under the age of 18 covered by this Agreement) am FULLY AWARE OF ANY AND ALL RISKS connected with my participation and activity which include, but are not limited to, damage, sickness, injury, emotional distress, pain, suffering, loss, or death, and I HEREBY ELECT AND VOLUNTARILY AGREE to participate in the activity and to enter the above-named premises or location, and I PARTICIPATE IN THE ACTIVITY KNOWING THE RISKS AND HAZARDS, including to person or property, to the Participant and any Guardian, Spouse, Child, and Family of Participant, resulting from the type of activity and regardless of whether the risk or hazard is caused by the negligence of SCHOOLS or caused in another manner.

2. WAIVER OF LIABILITY: In consideration of being allowed to participate, I hereby agree to RELEASE, WAIVE, DISCHARGE, AND PROMISE NOT TO BRING ANY LEGAL OR EQUITABLE ACTION OF ANY KIND AGAINST HUMPHREYS UNIVERSITY, ABLE CHARTERS SCHOOLS, ANY ABLE CHARTER SCHOOLS’ PROGRAM, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS (collectively referred as the “SCHOOLS”) in this AGREEMENT for any and all damages, liabilities, claims, demands, actions, and causes of action whatsoever arising out of any loss or any injury to person or property, whether caused by the negligence of the SCHOOLS or in any other manner, while participating in the activity or while in, on, or upon the premises of SCHOOLS or any other location where the activity is being conducted.

3. INDEMNIFICATION AND HOLD HARMLESS: I further agree to INDEMNIFY AND HOLD HARMLESS AND RELEASE the SCHOOLS from any loss, liability, damage, or costs, including court costs and attorney’s fees, that SCHOOLS may incur due to or resulting from participation in this activity, whether caused by the negligence of the SCHOOLS or caused in another manner.



4. EMERGENCY MEDICAL RELEASE: If emergency medical care is necessary and I cannot be reached, I authorize SCHOOLS to act on my behalf in granting permission for participant to receive emergency medical treatment. I understand that Participant or PARENT(S)/ LEGAL GUARDIAN of each student is responsible for *all expenses incurred* as the result of medical treatment.

5. PARTICIPATION IN THESE ACTIVITIES: I understand and agree that my *participation in activities is dependent upon my conduct*. I am committed to conducting myself in a mature manner at all times including, but not limited to, refraining from any horseplay or foolishness, frolic or banter. I fully understand and agree that if my conduct is not exemplary, and for any other reason, my consent and privilege to participate in activities can be rescinded at any time within the sole discretion SCHOOLS and, upon rescission, participant will not participate in the activities. If I am using any ABLE facilities and equipment, *I am responsible to leave them better than I found them including organizing and cleaning the facilities and equipment. If I am lifting weights*, I understand and agree that I must always have a spotter in the room while I am lifting. Participant of a student under the age of 18 represents that they reviewed these obligations with that student and that the student understands and will follow these obligations.

6. BINDING EFFECT: In consideration for the privilege to participate in the activity, it is my express intent that this entire and final AGREEMENT including all its provisions shall bind me if I am alive, any shall bind my heirs, assigns and personal representatives if I am deceased, and shall be applicable to and enforceable against me and those heirs, assigns and representatives. I further understand and am bound by this AGREEMENT which shall be construed as broadly as possible for the benefit of SCHOOLS and in accordance with the laws of the State of California. I also agree that if any particular provision or term of this AGREEMENT is deemed unenforceable, then any and all other provisions will still apply and be enforceable.

7. ACKNOWLEDGEMENT AND REPRESENTATION: IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the AGREEMENT and all its provisions, I was given an opportunity to seek advice from an attorney or professional before signing the AGREEMENT and I sign it voluntarily; and I further agree that no oral representations, statements, or inducements, apart from this written AGREEMENT, were made by SCHOOLS. I certify, except as noted on any ABLE Charter Schools Health Form, that the listed Participant is in excellent health with no physical, mental, or emotional problems which are likely to prevent participation in the activity. I understand the legal consequences of signing this document, and on Participant's behalf, and I understand that I am responsible for the obligations and acts of Participant as described in this document. For purposes of this AGREEMENT, I also understand and agree that "**activity**" includes any and all activity related to and in connection with participation described in this Agreement including, but not limited to, any transportation arranged for or provided by SCHOOLS to and from any location to participate in this activity. Before signing this document, I ACKNOWLEDGE MY PRIOR ABILITY TO CONSULT with an

At
Humphreys University



Kerri Scroope
Athletic Director

attorney or professional of my choice for questions regarding this document, prior to signing. No other representations including those concerning the legal effect of this document were made to me by SCHOOLS. I have read this AGREEMENT in its entirety, I am signing it freely, and agree to be bound by the complete terms of this document.

Participant's Name (Print) **and** Signature (If Student is 18 or Older)

Date

Parent/Guardian Name (Print) **and** Signature (For Student is Under 18)

Date