

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR MINOR PARTICIPANTS ON PROPERTY OF THE SCHOOL DISTRICT OF PHILADELPHIA

In order to participate in activities at Henry C. Lea Elementary School, you must complete this waiver. Failure to provide this signed waiver will result in your child being denied access to the program.

IN CONSIDERATION OF permission granted to my child/ward, _____ (“Child”), to participate in any events and activities of or related to Lea Elementary Home & School Association, the undersigned acknowledges and agrees that:

1. The risks of injury and illness (by way of example only, whether from physical injuries or communicable diseases such as MRSA, influenza, and COVID-19) to my child from the activities involved in these programs are significant, including the potential for permanent disability and death, even if particular rules, equipment, and personal discipline may reduce these risks.
2. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child’s participation.
3. I willingly promise to comply with the program’s stated and customary terms and conditions for participation. If I observe any significant concern in my Child’s readiness for participation and/or in the program itself, I will remove the Child from the participation and bring such attention of the nearest official immediately.
4. For myself, my spouse, my Child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, I HEREBY RELEASE AND HOLD HARMLESS **The School District of Philadelphia**, including The School District Board of Education; **The City of Philadelphia**; **Lea Elementary Home & School Association**; and their respective directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my Child’s involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. For myself, my spouse, my Child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, I HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releases from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
6. I, the parent/guardian, affirm that I understand this Release and Assumption of Risk Agreement, that I have the legal authority and capacity to accept it on behalf of the Child; that I have explained to the Child the risks of the activity and his/her responsibilities for adhering to the rules and regulations; and that I will continue to monitor and supervise the Child’s involvement.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Child/Ward: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date Signed: _____

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program and my personal responsibilities for adhering to rules and regulation. I accept these risks and responsibilities as a participant.

Name of Child/Ward: _____

Signature of Child/Ward: _____ Date Signed: _____