

**BERKELEY UNIFIED SCHOOL DISTRICT
PARENT’S OR GUARDIAN’S PERMISSION FOR STUDENT PARTICIPATION IN
EXTRACURRICULAR/ATHLETIC ACTIVITY,
ASSUMPTION OF RISK, AND
HOLD HARMLESS, INDEMNITY AND RELEASE OF LIABILITY**

To the Principal of: _____ (School)

_____ has my permission to participate in
(Student Name: please print)

_____ during the _____
(Extracurricular/Athletic Activity) (School Year/Semester/Quarter)

Supervising Teacher / Coach (please print): _____

(1) Assumption of Risk:

On behalf of student and myself:

We understand that the above-listed extracurricular/athletic activity, by its very nature, includes certain risks. The specific risks vary, but may involve minor injury, major injury, and serious injury, including permanent disability and death, and severe social and economic losses which might result not only from student’s own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of play, or the condition of the premises or of any equipment used. **We understand and appreciate the risks that are inherent in the extracurricular/athletic activity. We hereby assert and agree, on behalf of ourselves, our family, heirs, personal representative(s), and/or assigns, that student’s participation in the extracurricular/athletic activity is voluntary and that we knowingly assume all such risks of that participation. We recognize the importance of following instructions regarding proper technique, training and other established safety rules, guidelines and regulations. We agree that student will abide by all rules and regulations governing the extracurricular/athletic activity.**

(2) Hold Harmless, Indemnity and Release:

On behalf of student and myself, and in consideration of permission for student to participate in the above listed extracurricular/athletic activity:

We agree, here and forever, to the maximum extent permitted by law, for ourselves, our family, our heirs, personal representative(s), and/or assigns, to defend, hold harmless, indemnify and release, the _____ District (“District”), its Board members, administrators, officers, agents, and employees, from and against any and all claims, demands, actions, or causes of action of any sort, present or future, on account of damage to personal property, or personal injury, or illness, or death which may result from student’s participation in the extracurricular/athletic activity. This release specifically includes claims based on the negligence of the District and its Board members, administrators, officers, agents, and employees. **We**

understand that we are releasing claims and giving up substantial rights, including our right to sue, and are doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

PLEASE NOTE: California Education Code Section 35330 states in part: “All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims.” **On behalf of student and myself, we understand that this extracurricular/athletic activity may involve excursions or field trips as defined by Section 35330 of the California Education Code, and we agree to waive all such claims.**

WE HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT

Signature of Parent/Guardian

Please Print Name

Date

Signature of Student/Participant

Please Print Name

Date