

# Assumption of Risk and Release of Liability

I, \_\_\_\_\_, freely choose and request that I and/or my children

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

be permitted to participate in **FIT FOR SERVICE AZ HOMESCHOOL SUPPORT GROUP** (“FFS”) for the 2020-2021 school year. FFS includes its officers, officials, employees, volunteers, students, agents, and assigns. In consideration of my child(ren)’s participation and/or my participation (collectively known as the “Participant”) in FFS programs (“Program”), I agree as follows:

**Risks Involved in Program:** The Program anticipates that participants will be involved in various athletic activities including, by way of example and without limitation, running, jumping, kicking, throwing, stretching, exercising, climbing, tumbling, batting, water games, etc. Participation in the Program carries with it certain **inherent risks** that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks may include, but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, broken bones, asthma attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

**Health and Safety:** The Participant has been advised to consult with a medical doctor with regard to Participant’s medical needs and limitations in participating in the Program. I state that there are no health-related reasons or problems that would preclude or restrict the Participant’s involvement in the Program. I will inform the chairman of FFS and the Participant’s class teacher promptly if the Participant cannot or should not participate in a scheduled activity because of health-related limitations.

I recognize that FFS is not obligated to attend to any of the Participant’s medical or medication needs. I assume all risk and responsibility therefore. In case of a medical emergency during participation in the Program, I authorize the representative of FFS to secure whatever treatment is necessary, including the administration of an anesthetic and surgery. FFS may, but is not obligated to, take any actions it deems warranted under the circumstances regarding the health and safety of the Participant. Such actions do not create a special relationship between the Participant and FFS. I **release** FFS and its officers, officials, employees, volunteers, students, agents, and assigns **from all liability** for any bodily injury or damage the Participant may sustain as a result of any medical care the Participant may receive as a result of participating in the Program, as well as any medical treatment, decision, or recommendation made by an employee or agent of FFS. I agree to pay all expenses related to medical treatment and **release FFS from any liability** for any actions thereto.

**Assumption of Risk and Release of Liability:** Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Program, the Participant, and/or his/her legal guardian, and the Participant’s heirs, personal representatives or assigns agree to **release, indemnify, and defend** FFS including its officers, officials, employees, volunteers, students, agents, sponsors, and assigns from any claim that the Participant, and/or his/her legal guardian, or any other person may have for any losses, damages, legal expenses including attorneys’ fees, or injuries, including the death of the Participant, that may arise out of or in connection with the Participant’s involvement in the Program. The Participant specifically **assumes all risk** of injury, damage, or other loss that may arise out of or in connection with the Participant’s involvement in the Program.

**Severability:** The undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arizona. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The parent(s) or legal guardian (or their representative) of a minor Participant agrees that s/he will remain on location with their minor Participant. A minor Participant's parent, legal guardian, or authorized representative will be entirely responsible for the minor Participant's safety. The parent or legal guardian of a minor Participant will provide a clearly **written** note to **each** child's teacher stating the name of their authorized representative.

It is agreed that the Participant and the Participant's family, legal guardian, or authorized representative will abide by the policies stated in the FFS current notebook, which may be updated periodically and agree to the responsibilities incumbent upon Participants, family members, legal guardians, and authorized representatives as members of this co-op.

The undersigned acknowledges that they have **carefully** read this Release and understands its contents and the legal implications thereof. The undersigned agrees to abide by the terms and conditions of this Release. No representation, statements, or inducements, oral or written, apart from the foregoing written, have been made. This Agreement shall be governed by the laws of the State of Arizona.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian of Minor(s)

\_\_\_\_\_  
Date