



**PARTICIPANT AGREEMENT, LIABILITY RELEASE,
AND ASSUMPTION OF RISKS
(EXAMPLES: CONTACT SPORTS, AVIATION EXPOSURES,
AND CLINICAL EXPERIENCES)**

Print Form

Risk Management
Mat-Su Borough School District
501 North Gulkana
Palmer, Alaska 99645
P (907) 746-9213 || F (907) 761-4091

Send completed forms to: RiskManagment@matsuk12.us

| | | | |
|-----------------------|--|-------------|--|
| Student Name | | | |
| Activity and Location | | Date | |
| School | | School Year | |
| Emergency Contact | | Phone # | |

Please select one:

- I am an adult completing the form for myself or I am an emancipated minor.
- I am a parent or legal guardian completing this form on behalf of my minor student.

After reading about the risks of participation, please review the paragraphs below, initial the insurance notification statement, and sign the second page acknowledging that you have read and understood all items outlined herein.

Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

I understand that all co-curricular and extra-curricular activities, and courses conducted off District owned or controlled property, have a certain degree of inherent risk which includes known and unknown risks. I understand that many of these risks are essential to the activity or course and, therefore, cannot be eliminated. I understand that these risks include but are not limited to possible exposure to bacteria, viruses, or diseases; bodily injuries ranging from minor sprains and contusions, to major injuries including cuts, broken bones, concussions, spinal injuries, disfigurement, paralysis, illness, diseases, psychological injuries, or even death. I understand that an injury may impair the participant's future ability to earn a living, to engage in business, social, and recreational activities, and to generally enjoy life. I also understand that the following describes some but not all of the risks which a course participant is exposed to, which may result in personal or psychological injury, illness, death or property damage:

- Equipment failure
- Failure to properly maintain buildings, equipment and/or vehicles
- Inadequate coach/instructor training or supervision
- Failure to give adequate warnings or instructions
- Failure by participants to heed warnings or follow instructions
- Participant's exceeding their skills or physical condition
- Vehicular accidents
- The participant's own negligence and the negligence of others
- Dehydration, exhaustion, cramps, hypothermia, heat stroke/sunstroke, and fatigue
- Collisions with other participants, equipment and other objects
- Slipping, tripping, or falling
- Adverse weather conditions
- Violence/unlawful acts perpetrated by any individual
- Animal attacks
- Unavailability of immediate medical care
- Exposure to or contraction of bacteria, viruses, and diseases, including **COVID-19**

COVID-19 Affirmation and Additional Risk Disclosure

In consideration for being permitted to participate or observe this activity or course, I for myself and my child(ren) agree to and acknowledge the following:

- I understand that participation in this activity or course, during the COVID-19 Pandemic increases the risk of exposure to COVID-19, and/or any mutation or variation thereof. I am also aware that such exposure can occur directly or

indirectly to me, my child(ren), or anyone in my immediate household (including the actual participant(s) in the activity or course). I understand that the risk of exposure cannot be eliminated. Exposure during participation may result in mandated quarantining; short or long-term hospitalization; permanent injury; inflammation of the heart (myocarditis); physical injury; death; or a combination of these things. I understand that exposure may impair the participant's future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life. I further understand that some individuals are more susceptible to the risks of exposure to COVID-19, including people who are overweight, over the age of 65, people with serious underlying conditions such as high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised. I understand that if I or my participating child(ren) fall within one of these categories, the Alaska School Athletic Association (ASAA) and the District recommend that I provide my healthcare provider with the MSBSD COVID-19 Return to Play Protocol (INST 48) form for a medical release prior to participation in athletic activities.

- I **AFFIRM** that neither I, my child(ren), nor anyone in my immediate household (including the actual participant(s) in this activity or course) are currently diagnosed with, demonstrated any symptoms of, or have been exposed to any communicable disease, including COVID-19, or any mutation or variation thereof within the past 14 days.
- I understand that COVID-19 is a novel virus that affects the respiratory system and may also **AFFECT THE HEART** in some individuals and may result in long term consequences, including; **MYOCARDITIS**, which is **INFLAMMATION OF THE HEART MUSCLE**. This inflammation may remain undetected for months after having the COVID-19 illness, and is one of the leading causes of **SUDDEN CARDIAC ARREST** in athletes in the United States. It is recommended that an individual(s) who currently or previously has had COVID-19 consult with their primary care provider/or pediatric cardiologist to obtain a COVID-19 Return to Play Protocol release (INST48) before participating in physical activity. A gradual return to physical activity is recommended for individuals who have had COVID-19 in order to identify any concerning signs or symptoms.

I understand that the Matanuska-Susitna Borough School District (District) will NOT assume any liability or responsibility for injury, illness, death, damages, losses, or costs that may occur or be incurred resulting from participation in this activity or course.

I agree that participation in the activity or course is **VOLUNTARY** and based on my independent assessment of all of the risks set forth above.

By signing below, I acknowledge that the participant and I are **ULTIMATELY RESPONSIBLE** for my/his/her own safety during participation in this activity or course, including the use of facilities and equipment.

_____ (**please initial**) I understand that primary accident and medical insurance coverage is my responsibility, and I have been made aware of my ability to purchase Myers-Stevens & Toohey, Inc. Student Accident Insurance.

In the event of an injury or illness related to participation in this activity or course, I give my consent for emergency treatment, hospitalization, or other medical treatment as may be deemed necessary by emergency medical personnel, hospitals, physicians and other medical providers.

IN CONSIDERATION FOR PERMISSION TO PARTICIPATE IN THIS DISTRICT ACTIVITY, I FOR MYSELF, THE PARTICIPANT, AND ANY HEIRS, SUCCESSORS, EXECUTORS, AND SUBROGEEES, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE AND FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS BOARD MEMBERS, ADMINISTRATORS, TEACHERS, COACHES, AGENTS AND INSURERS, FROM ANY AND ALL CLAIMS OF LIABILITY FOR INJURY, ILLNESS, DEATH, DAMAGES, LOSSES, OR COSTS THAT MAY OCCUR OR BE INCURRED RESULTING FROM PARTICIPATION IN THIS ACTIVITY OR COURSE.

Having read the statements above and having understood the dangers and potential risks involved with participation in the listed activity or course, I hereby give my consent as an adult or emancipated minor participant or the parent/legal guardian of the participant, _____, to participate in the activity or course.

Name of participant

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS. By signing, I acknowledge that a court of law may determine that I have waived my right to maintain a lawsuit for any claim which I have released above.

Parent/Guardian or Adult Student Signature

Date