RELEASE AND WAIVER OF LIABILITY FOR USE OF THE SUGAR SALEM SCHOOL DISTRICT GYMNASIUM OR WEIGHT ROOM FACILITIES

I recognize that the use of Sugar Salem School District #322 recreational facilities, including the High School Main and Auxiliary Gymnasiums, Weight Room and all equipment and facilities contained therein (collectively, the “Recreational Facilities”), have inherent risks of injury.

For and in consideration of the Sugar Salem School District #322 permitting me to use the Recreational Facilities, I, my spouse, assignees, heirs, guardians, children and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless Sugar Salem School District #322 and its officers, trustees, employees, agents, representatives, and any department, organization or group affiliated there with (collectively Sugar Salem School District #322) for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my use of the Recreation Facilities, including but not limited to claims arising from or related to Sugar Salem School District #322’s negligence and/or products liability, including strict products liability. In the event that I am injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. Sugar Salem School District #322 assumes no responsibility for any medical expenses, injury, or damage suffered by me in connection with my use of the Recreation Facilities.

IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF SUGAR SALEM SCHOOL DISTRICT #322, AND TO EXEMPT AND RELIEVE SUGAR SALEM SCHOOL DISTRICT #322 FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing this agreement, I waive my right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the Recreational Facilities. I further agree that I, my spouse, assignees, heirs, guardians, children and legal representatives will not make any claim against, sue or attach the property of Sugar Salem School District #322 for any loss or damage resulting from my use of the Recreational Facilities. I am aware of the potential dangers incidental to recreational sports activity, that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between Sugar Salem School District #322 and me, and I sign it of my own free will.

I expressly agree that this release is intended to be as broad and inclusive as the State of Idaho will allow and that if any portion is held invalid, I agree that the balance shall, not withstanding, continue in full legal force and effect.

Print Student Name

Print Parent Name

Parent/Guardian Signature Date