I, __________________________, hereby authorize and give permission for my child, __________________________to participate in the

8th Grade Promotion Activities at Kennedy Club Fitness on June 4, 2011
(Activity/Event)

1. I understand that this activity is inherently dangerous and that my son/daughter/legal charge could be seriously injured, even if the activity is conducted with due care by all concerned. Activities may include, but are not limited to swimming and rock-wall climbing.

2. I am fully aware of the risks and hazards inherent in my son/daughter/legal charge engaging in this activity and I voluntarily elect, both on my own behalf and on behalf of my son/daughter/legal charge, to have him/her engage in that activity, knowing that the activity is such that my son/daughter/legal charge may be seriously injured, even if the school district utilizes due care. I also understand that the school district is not a guarantor of my son/daughter/legal charge’s safety. I therefore voluntarily assume all risks of loss, damage, injury or death to my son/daughter/legal charge arising out of his/her participation in this activity.

3. It is my intent by this clause to exempt and relieve the school district, its officers and agents from any and all liability for personal injury, wrongful death or property damage arising out of my son/daughter/legal charge’s involvement in this activity even if such injury, death or damage is caused by the negligence of the school district or its officers and agents.

4. I further agree to indemnify, save harmless and defend the Templeton Unified School District, its officers, agents, employees and representatives from and against all injuries, death or damages, whether incurred by judgment or settlement, including legal expenses and attorneys’ fees, of whatever nature occurring during, by reason of or arising out of my son/daughter/legal charge’s participation in said activity, and I shall assume the defense and/or settlement of any claim, suit or action brought against the school district or its officers, agents, employees or representatives to recover any such damages.

5. Further, on behalf of myself, my son/daughter/legal charge, and our personal representatives, assigns, heirs and next of kin, I hereby release, waive, discharge and covenant not to sue the school district, its officers, employees, agents or representatives for loss or damage and any claims or demands heretofore on account of injury or death to my son/daughter/legal charge, whether caused by negligence of the school district or its employees, where such injury or death occurs during, by reason of or arising out of this activity.

6. The undersigned understands and agrees that during the visit he/she in attending said Kennedy Club Fitness (KCF) and using the facilities and equipment herein, does so at his or her own risk. KCF shall not be liable for any damages arising from personal injuries sustained in, or about the premises of said athletic club. The undersigned assumes full responsibility for any injuries or damages which may occur to self in, on, or about the premises of said facility, and does hereby fully and forever release and discharge the fitness center, owners, and employees from any action or cause of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the said KCF or the facilities and equipment thereof.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO ITS TERMS:

Dated: __________________________
(Parent or Guardian)

Dated: __________________________
(Student)