

# **SCUSD AGREEMENT FOR SPORT / TEAM PARTICIPATION**

[Including Waivers and Releases of Potential Claims and Statement of Other Obligations]

2009/2010 School Year

**All sections of this Agreement must be completed, with the signed original turned in to the School Office, before a Student will be allowed to participate in any manner in Sporting Activities defined below.**

**► NOTE: A separate Agreement is required for each Sport in which the Student may participate.**

Name of Student	Address:
Grade:	DOB:
School:	Telephone:
Team:	Cell Phone:

In Consideration for the Student's ability to participate in the Team [including any Sport, Cheerleading, Dance, or Marching Band], including try outs for the Team, participation in Team practices or training sessions, receiving coaching, training, and direction, participating in Team events, shows, performances, and competitions, and traveling to and from any of the foregoing activities ("Team Activities"), the Student and the Parent or Legal Guardian ("Adult") signing this Agreement agree as follows:

1. It is a privilege, not a right, to participate in extra-curricular activities, including Team Activities. The privilege may be revoked at any time, for any reason, that does not violate Federal, State or District laws, policies or procedures. There is no guaranty that the Student will make the Team, remain on the Team, or actively participate in Team events, shows, performances, or competitions. Such matters shall remain exclusively within the judgment and discretion of the District and its employees.

2. The Student and the Adult understand the nature of the Team, including the inherent or potential risks of Team Activities. The Student is in sufficiently good health and physical condition to participate in Team Activities, and voluntarily wishes to participate in Team Activities. Before participating in a Team Activity, a medical clearance shall be submitted (valid for one calendar year), signed by a medical doctor (nurse practitioners, chiropractors or other non-California licensed medical doctors are not acceptable), stating that the Student has been physically examined and is deemed to be in sufficiently good health and fitness so that the Student may fully participate in Team Activities.

3. The Student shall comply with the instruction and directions of Team Activity teachers, coaches, supervisors, chaperones, and instructors. During the Student's participation in Team Activities, as well as academic and/or other school activities, the Student shall comply with all applicable Codes of Conduct. The Student shall also generally conduct himself/herself at all times in keeping with the highest moral and ethical standards so as to reflect positively on himself/herself, the Team and the District. Failure to meet these obligations may, in the discretion of the District, result in immediate removal from Team Activities and a prohibition against any future involvement in Team Activities or other extra-curricular activities. Should the violation of these obligations also result in bodily injury or property damage during a Team Activity, the Adult will (a) pay to restore or replace any property damaged as a result of the Student's violation, (b) pay any damages caused to bodily injury to an individual, and (c) defend, protect and hold the District harmless from such property damage or bodily injury claims.

4. Team Activities contain potential risks of harm or injury, including harm or injury that may lead to permanent and serious physical injury to the Student, including paralysis, brain injury, or death ("Injuries") Injuries might arise from the Student's actions or inactions, the actions or inactions of another Student or participant in a Team Activity, or the actual or alleged failure by District employees, agents or volunteers to adequately coach, train, instruct, or supervise Team Activities. Injuries might also arise from an actual or alleged failure to properly maintain, use, repair, or replace physical facilities or equipment available for Team Activities. Injuries might also arise from undiagnosed, improperly diagnosed, untreated, improperly treated, or untimely treated actual or potential Injuries, whether or not caused by the Student's participation in Team Activities. All such risks are deemed to be inherent to the Student's participation in Team Activities. By this Agreement, the Student and Adult are deemed to fully assume all such risks and, in consideration for the right of the Student to participate in Team Activities, understand and agree that to the fullest extent allowed by law they are waiving and releasing any potential future claim they might otherwise have been able assert against the District, or any Board Member, employee, agent or volunteer of the District ("Released Parties") by or on behalf of the Student or any parent, administrator, executor, trustee, guardian, assignee or family member, and further understand that transportation to or activities at another location are "field trips" or "excursions" for which there is complete immunity pursuant to Education Code § 35330.

5. If the Student believes that an unsafe condition or circumstance exists, or otherwise feels or believes that continued participation in Team Activities might present a risk of Injury, the Student will immediately discontinue further participation in Team Activities, notify School personnel of the Student's belief, and notify a parent or guardian of the Student's belief. Any parent or guardian of the Student shall, thereafter, not allow the Student to participate in Team Activities until the unsafe condition or

circumstance is remedied, with any question or concern regarding the alleged existence of the unsafe condition or circumstance addressed to their satisfaction.

6. Emergency medical information regarding the Student is on file with the District and is current. The Adult agrees to provide updated medical information during the course of the Student's participation in Team Activities. If an injury or medical emergency occurs during Team Activities, District employees, agents or volunteers have my express permission to administrator or to authorize the administration of urgent or emergency care, including the transportation of the Student to an urgent care or emergency care provider. In such circumstances, notice to me and/or the Emergency Contact of the injury or medical emergency may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct diagnostic or anesthetic procedures, and/or to provide medical care or treatment (including surgery), as they may deem reasonable or necessary under all existing circumstances. All costs and expenses associated with such care are solely my responsibility.

7. California Education Code Section 32221 requires each member of a Team to have insurance protection for medical and hospital expenses resulting from bodily injuries in one of the following amounts: (a) a group or individual medical plan with accident benefits of at least \$200 for each occurrence and major medical coverage of at least \$10,000, with no more than \$100 deductible and no less than 80% payable for each occurrence; (b) group or individual medical plans which are certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500; or (c) at least \$1,500 for all such medical and hospital expenses. You may meet this obligation in one of two ways:

a. Provide your own private medical and hospital expense insurance coverage. If this option is selected, please provide \_\_\_\_\_ (Name of Insurance Company), \_\_\_\_\_ (Policy number), \_\_\_\_\_ (list coverage dates or "continuous"). Under this option, by signing below, the Adult is certifying that the Student is presently covered under the listed Policy, the Student will remain covered under the Policy during the length of the Team season, and the provided insurance coverage complies with Section 32221.

b. Purchase insurance meeting the requirements of Section 32221, for the period during which the Student is participating in the Team, through a coverage provider made available through the District and is available at your school office or by calling Risk Management at 643-9421. If you are financially unable to pay for such insurance, a payment waiver can be submitted [please contact Risk Management If the waiver is submitted, it remains the obligation of the Student and Adult to ensure that such coverage is actually purchased; with the District assuming no liability or obligation arising from any actual or alleged failure timely to assist or obtain such coverage for the Student.

8. Employees, agents or volunteers of the District, members of the press or media, or other persons who may attend or participate in Team Activities, may photograph, videotape, or take statements from the Student. Such photographs, videotapes, recordings, or written statements may be published or reproduced in a manner showing the Student's name, face, likeness, voice, thoughts, beliefs, or appearance to third parties, including, without limitation, webcasts, television, motion pictures, films, newspapers, yearbooks, and magazines. Such published or reproduced items, whether or not for a profit, may be used for security, training, advertising, news, publicity, promotional, informational, or any other lawful purpose. I hereby authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

9. This Agreement shall be governed by the laws of the State of California. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against the Released Parties solely on the basis that this Agreement was drafted by the District. If any part of this Agreement is deemed invalid or ineffective, all other provisions shall remain in force. No oral modification of this Agreement, or alleged change or modification of its terms by subsequent conduct or oral statements, is allowed. This Agreement contains the sole and exclusive understanding of the parties, with no other representation relied upon by the Adult or Student in determining whether to execute this Agreement or in agreeing to participate in Team Activities.

**BY SIGNING BELOW: (1) I AM GIVING UP SUBSTANTIAL ACTUAL OR POTENTIAL RIGHTS IN ORDER TO ALLOW THE STUDENT TO PARTICIPATE IN TEAM ACTIVITIES; (2) I HAVE SIGNED THIS AGREEMENT WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND WITH FULL APPRECIATION OF THE RISKS INHERENT IN TEAM ACTIVITIES; (3) I HAVE NO QUESTION REGARDING THE SCOPE OR INTENT OF THIS AGREEMENT; (5) I, AS A PARENT OR LEGAL GUARDIAN, HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND TO BIND MYSELF, THE STUDENT, AND ANY AND ANY OTHER FAMILY MEMBER, PERSONAL REPRESENTATIVE, ASSIGN, HEIR, TRUSTEE, OR GUARDIAN TO THE TERMS OF THIS AGREEMENT; (6) I HAVE EXPLAINED THIS AGREEMENT TO THE STUDENT, WHO UNDERSTANDS HIS/HER OBLIGATIONS.**

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**Printed Name of Parent/Guardian      Signature      Date**

As the Student, I understand and agree to all of obligations placed on me by this Agreement.