

Cave Creek Unified School District No. 93

“Color The District 5K Fun Run”

Informed Consent, Assumption of Risk, Liability Release and Indemnity Agreement

Name: _____

I acknowledge that my participation in the “Color The District 5K Fun Run”, including any practice events at any school is completely voluntary.

I realize that the event carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury or harm. These risks include property damage, bodily injury, illness, or death. These risks may result from a variety of circumstances, including but not limited to, the use or misuse of any equipment, the activity itself, from the acts of others, including school district employees and agents, or from the unavailability of medical care. I also realize that school district employees or agents will not be present at all times and in all areas, and I do not expect supervision by a district employee or agent during any and all activities. I fully appreciate and knowingly assume all such risks.

Because of the risks, I am obligated to comply with all of the rules, regulations and procedures related to the participation of any and all activities. I agree that Cave Creek Unified School District or the Event Director may immediately remove me from participating for any failure to comply with the rules, regulation or procedures, even if such rules, regulations, or procedures are not in writing.

I hereby agree to assume all of the risks and to accept personal responsibility for any and all injuries and damages that I and my child may sustain as a result from participation in this event. I hereby release, waive, discharge and hold harmless the Cave Creek Unified School District and its employees, agents, representatives, and volunteers, past or present, for any claims, suits, liabilities, judgment, costs, and expenses for any property damage, property loss or theft, personal injury or illness, death, or other loss arising from or relating to participation in the event or all related activities. I hereby authorize my child to participate under these same terms and conditions.

I agree to defend and indemnify Cave Creek Unified School District and its employees, agents, representatives, and volunteers from and against any claims arising from or related to my acts or omissions while participating in any and all activities. I also agree to pay for any and all property damage caused by me negligently, willfully, or otherwise.

I am aware that Cave Creek Unified School District does not provide accident or health insurance coverage for me or my child (or ward).

In the event of an emergency, I authorize Cave Creek Unified School District and their employees and agents to seek medical treatment as deemed necessary.

If any term or provision of this Informed Consent, Assumption of Risk, Liability Release and Indemnity Agreement is held to be illegal, invalid, or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable, then it is the express intention of the parties that the remainder of this agreement, or the application of such term or provision other than to those as to which is held illegal, invalid, or unenforceable, shall not be affected thereby and shall remain in full force and effect.

Additionally, I grant permission for CCUEF, the Cave Creek Unified School District, and Shape Up US to photograph and/or film myself or my child for use of informing the public of programs provided by the aforementioned organizations. I certify that I am the parent/guardian of the children named above.

I have read this agreement and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.

Participant's Signature

Date

If applicable, a parent or legal guardian of participants under 18 years of age must agree to the above terms on behalf of his or her child and sign this agreement.

Parent/Legal Guardian Signature

Date