

**RELEASE & WAIVER OF ALL LIABILITY  
AND INDEMNITY AGREEMENT**

For and in consideration of permitting \_\_\_\_\_ to enroll in and participate in the recreational program entitled \_\_\_\_\_ sponsored by the Westminster School District (**the "Program"**), the Undersigned hereby **voluntarily releases, discharges, waives and relinquishes** any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of participation in said recreational Program or any activities incidental thereto wherever or however the same may occur and for whatever period said Program may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or cause of action, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Westminster School District and/or their respective officers, officials, agents, contractors, volunteers, boards, departments, servants or employees (the "Related Parties") for any of said causes of action, whether the same shall arise by the negligence or willful misconduct of any of said persons, or otherwise. **IT IS THE INTENTION BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE WESTMINSTER SCHOOL DISTRICT AND THE RELATED PARTIES MENTIONED HEREIN, FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PERSON OR ENTITY RELATED TO THE UNDERSIGNED'S PARTICIPATION IN THE PROGRAM.**

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injuries, property damage or wrongful death shall be prosecuted against the Westminster School District and/or against the Related Parties, he/she shall **defend, indemnify and save harmless** the same the Westminster School District and the Related Parties from any claim, cause of action, loss, liability, damage, lawsuit, cost or expense (including reasonable attorney's fees) by whomever or wherever made or presented for said personal injuries, property damage or wrongful death.

In case of accident or other emergency, the Undersigned hereby gives permission to the Westminster School District, and to the Related Parties, to obtain emergency medical treatment. The Undersigned further agrees to pay any costs incurred as a result of such treatment. In addition, the Undersigned has been notified that participants involved in the Program are subject to being photographed or videotaped, and he/she hereby gives permission to the Westminster School District, and to the Related Parties, to use such photographs or videotapes to publicize and promote the Program.

**The Undersigned acknowledges that he/she personally read, understands, and voluntarily signs this release and waiver of all liability and indemnity agreement, is fully aware of the potential risks and hazards which are inherent to engaging in the specific recreational Program or any activities incidental thereto, including but not limited to, any negligent acts performed by the Westminster School District, and/or by the Related Parties, negligently created or maintained dangerous conditions of public property, weather conditions, equipment, machinery, playing conditions, other participants, on-site physical premises, structures or substantial works of improvement. The Undersigned voluntarily assumes all risks of loss, damage, or injury associated with his/her participation in the specified recreational Program or any activities incidental thereto.**

Participant Name \_\_\_\_\_

Date \_\_\_\_\_ Parent Signature \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_