

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my minor student being permitted to compete in the athletic program of Benjamin Franklin High School (hereinafter "BFHS") and any related events and activities, I do hereby enter into this Agreement, on behalf of myself, my child, _____ (hereinafter "Student"), my spouse, heirs, assigns, and next of kin, and do hereby agree as follows:

1. That I, my spouse, and Student acknowledge, agree and represent that we understand the nature and risks of the BFHS athletic program and related events and activities (hereinafter "Activities") and that Student is qualified, in good health, and in proper physical condition to participate in such Activities. I, my spouse, and Student further agree and warrant that if at any time we believe conditions to be unsafe or that Student no longer qualifies or is not in good health or proper physical condition, I, my spouse, and Student will immediately discontinue Student's further participation in Activities.
2. I, MY SPOUSE, AND STUDENT FULLY UNDERSTAND THAT (a) BFHS ACTIVITIES INVOLVE SIGNIFICANT RISKS AND DANGERS OF SERIOUS BODILY INJURY TO STUDENT, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (hereinafter "Risks"); (b) these Risks may be caused by Student's actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE RELEASEES (hereinafter defined); (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me, my spouse, and Student or not readily foreseeable at this time; and I, MY SPOUSE, AND STUDENT FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES THAT I, MY SPOUSE, OR STUDENT may incur as a result of Student's participation in the Activities.
3. I, MY SPOUSE, AND STUDENT DO HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BFHS, it's owners, board members, officers, administrators, directors, employees, agents, volunteers, other participants in the Activities, sponsors or advertisers, and any affiliated entities of BFHS and their owners, board members, officers, administrators, directors, employees, and agents (collectively referred to as "Releasees") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE ACTIONS OF RELEASEES, IN ANY FORM WHATSOEVER, WHETHER BY NEGLIGENCE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE RESCUE OPERATIONS AND I, MY SPOUSE, AND STUDENT FURTHER AGREE that if, despite this AGREEMENT, I or anyone on my behalf or on behalf of my spouse or Student makes a claim against any of the Releasees, either collectively or individually, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney's fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. I, MY SPOUSE, AND STUDENT do hereby agree to adhere to the rules and policies set forth by BFHS for the Activities, facilities, events and programs, and understand that these rules and policies may be amended and/or modified at any time and at the sole discretion of BFHS.
5. I hereby grant _____ do not grant _____ permission to BFHS to use my child's photograph or likeness on its website or in other official printed publications without further consideration.
6. If any portion of this Agreement is deemed to be invalid, the balance of the Agreement shall continue in full force and effect.
7. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Arizona.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student's Printed Name

Student's Signature

Date