

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WARNING

PLEASE READ BEFORE SIGNING!

- 1. In consideration for _____, born ____/____/____,
(Print Child's Name) (mm/dd/yy)
- _____ , born ____/____/____,
(Print Child's Name) (mm/dd/yy)
- _____ , born ____/____/____,
(Print Child's Name) (mm/dd/yy)
- _____ , born ____/____/____,
(Print Child's Name) (mm/dd/yy)

(hereinafter referred to individually and collectively as MINOR CHILD) being allowed to utilize the programs, services, facilities and equipment available during events sponsored by the Sunnyside Parent Teacher Organization ("PTO") and on the grounds surrounding Sunnyside Elementary School ("Sunnyside"), I voluntarily agree to assume all risks involved in my MINOR CHILD participating in or using the programs, services, facilities and equipment of the PTO and/or Sunnyside. I understand that direct supervision by Sunnyside staff, third party vendors, or PTO officers, members or volunteers, may not be provided and by participating in or using the programs, services, facilities and equipment of the PTO and/or Sunnyside, my MINOR CHILD is exposed to the risk of illness or injuries including but not limited to temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck or spinal injuries, loss of use of arms and/or legs, eye damage, disfigurement, drowning, paralysis, or death. I also recognize that there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my MINOR CHILD'S participation in or use of the programs, services, facilities and equipment of the PTO and/or Sunnyside that cannot be specifically listed. Further, I recognize that the actions of other users of Sunnyside or participants in PTO sponsored events may cause harm or loss to my MINOR CHILD'S person or property.

2. I release the PTO and Sunnyside, and their faculty, staff, members, officers, volunteers, employees, agents or representatives from any and all liability, claims, costs, expenses, injuries or losses including those resulting from acts of negligence by the PTO and/or Sunnyside that I, or my MINOR CHILD may otherwise sustain as a result of my MINOR CHILD'S participation in or using the programs, services, facilities and equipment of the PTO and/or Sunnyside. I also release the PTO and/or Sunnyside from loss or damage to the person or property of my MINOR CHILD caused by other participants in PTO-sponsored events.

3. If any part or portion of this Assumption of Risk and Release of Liability is determined to be invalid or unenforceable, the remaining parts or portions shall be enforceable to the fullest extent permitted by law.

4. By signing as the parent or guardian of the MINOR CHILD, I represent that I am the legal parent or guardian of the MINOR CHILD. I, the undersigned parent or legal guardian, acknowledge that I am also signing this Assumption of Risk and Release of Liability on

behalf of the MINOR CHILD and that the MINOR CHILD shall be bound by the terms of this Assumption of Risk and Release of Liability.

5. Although I understand that a parent or guardian is required to stay with the MINOR CHILD at all PTO sponsored events, in the case of an emergency where I cannot be reached, I hereby give authorization to the PTO and/or Sunnyside, their faculty, staff, officers, members, volunteers, employees, agents or representatives and the treating physician to obtain or provide what medical treatment is deemed necessary for the immediate welfare of my MINOR CHILD as named above. _____initial

6. I have carefully read this Assumption of Risk and Release of Liability and fully understand its contents. I am aware that this Assumption of Risk and Release of Liability is a contract between the PTO, Sunnyside and myself and on behalf of my MINOR CHILD (as named above), I sign it of my own free will.

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE FROM THIS DATE FORWARD.

Printed name of LEGAL Parent or Guardian #1

Signature of LEGAL Parent or Guardian #1

Date

Printed name of LEGAL Parent or Guardian #2

Signature of LEGAL Parent or Guardian #2

Date

If available and applicable, we request the name and signature of two legal parents or two legal guardians on this document.

NOTE: It is strongly recommended that parents/legal guardians consult a physician prior to allowing their child to participate in physical activity.

If you have any questions regarding the language or details of this document prior to signing, please contact Hillary Lovinger, hillarylovinger@gmail.com.