

Cedar Rapids Community School District Board

WAIVER OF LIABILITY

To the best of my knowledge, _____ (“Participant”) is in excellent physical condition and is physically capable to participate in the Student Enrichment Program in Cedar Rapids Community School District (the “Program”). I certify that the Participant has undergone a thorough medical examination by a qualified physician and has been approved by said physician to travel and participate in the Program. I am fully aware of the risks and hazards connected with the travel and participation in the Program, and I hereby elect to have Participant participate in the Program, and **I PERSONALLY ASSUME COMPLETE RESPONSIBILITY FOR ANY AND ALL MEDICAL AND OTHER RISKS OR LOSSES, PROPERTY DAMAGE, OR PERSONAL INJURIES**, that may be sustained by the Participant as a result of Participant’s participation in this program.

I hereby **RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE**, Cedar Rapids Community School District, Transitions Lab University Preparatory School and all the partners/associates, and any of its officers, agents, employees, affiliates or owners (hereinafter referred to as **RELEASEES**) from and against any and all liability, suits, causes of action, claims, demands, of any nature or kind arising out of or related to any loss, damage, or personal injury, including but not limited to death, that may be sustained by the Participant, or to any property belonging to Participant or others, while participating in the Program, or while on or upon the premises where the Program is being conducted.

It is my express intent that this Release and Hold Harmless Agreement and Covenant Not to Sue shall bind all of the members of my family if I am deceased or injured and shall be a valid and binding **RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE** the above named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement and Covenant Not to Sue shall be construed in accordance with the **laws of the State of Iowa**. If the Participant or the family of the Participant brings any action against Cedar Rapids Community School District, Transitions Lab University Preparatory School or its officers, agents, employees, affiliates or owners in contravention of this Waiver of Liability and Hold Harmless Agreement and Covenant Not to Sue, then Participant agrees to fully pay any and all legal fees and costs incurred by Cedar Rapids Community School District, Transitions Lab University Preparatory School and the above-mentioned persons in connection with defending any such legal action(s).

In signing this release, I acknowledge and represent that **I HAVE READ THE FORGOING Waiver of Liability and Hold Harmless Agreement and Covenant Not to Sue, that I UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; that no oral representations, statements or inducements, not set forth herein have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.**

If Participant is at least 18 years of age:

_____ (Participant) Date _____

If Participant is Under 18 years of age:

_____ (Guardian/Parent) Date _____