

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

To be completed and signed by every individual using the Taylor's Crossing Public Charter School (TCPCS) Facilities for a non-school related activity if the organization using the facility does not produce a certificate of liability insurance for the District.

Disclaimer: TCPCS IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF ANY OF ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING ORSPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT ANY DISTRICT PREMISES.

In consideration of the group participating in and the use of TCPCS facilities, I hereby release and covenant not to sue TCPCS, its Board members, superintendents, directors, officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of TCPCS, including but not limited to any loss, injury, damage, or liability sustained while on or about any premises of TCPCS.

I am fully aware and understand that TCPCS does not have on or about the premises, or employ, or contract with any medical services, provisions for ordinary or emergency medical service, including but not limited to emergency cardiovascular assistance. Furthermore, I am aware that TCPCS does not provide instruction or supervision of the facilities or equipment while I am using the same without an expressed arrangement to do so in writing.

I agree that immediately prior to participating in any activity occurring in or about TCPCS facilities, I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facility or equipment and I will notify the management of TCPCS of the defect.

I further agree that if I am not knowledgeable in the proper use of any TCPCS facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment or I will insure that a qualified TCPCS employee is on site while using the facility or equipment.

I further agree to indemnify and hold harmless TCPCS, its Board members, superintendents, officers, employees, representatives, agents, and lessees for any and all claims arising from my involvement in activities incidental thereto wherever, whenever, and however the claims may arise including but not limited to travel to and from TCPCS or related activity site and participation at remote sites.

I assume all of the foregoing risk and accept personal responsibility for any damages following any loss of property, injury, permanent disability or death resulting there from.

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SIGNATURE PAGE

I have read and fully understand the above waiver and release of liability and assumption of risk. I fully understand that I have given up substantial rights by signing this waiver of release of liability and assumption of risk and sign it voluntarily.

Individuals under age 18 are also required to have a parent or legal guardian sign this form.

NAME	PARENT/GUARDIAN	DATE