



# BLAINE COUNTY SCHOOL DISTRICT

118 West Bullion  
Hailey, ID 83333

(208) 578-5000  
Fax (208) 578-5110

## ASSUMPTION OF RISK AGREEMENT

### **READ BEFORE SIGNING**

Organization Name/ Named Insured (as shown on policy/certificate): **Blaine County School District**

Participant's Name: \_\_\_\_\_

In consideration of being allowed to participate in any way in the **Outdoor Recreation program**, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of serious injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BLAINE COUNTY SCHOOL DISTRICT, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors or premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. The undertakings and covenants of the foregoing provisions shall be binding upon each contestant, all participants and parents, his or her heirs, legal representatives, successors, and assigns. The Signor covenants that the Signor shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the RELEASEES concerning, arising out of, or in any way related to the actions, causes of actions, claims and demands hereby waived, released or discharged by the Undersigned. If the participant is a minor, then the Signor covenants the same on behalf of the minor.
6. The Signor has full power, authority, capacity and right without limitation to execute, deliver and perform this Release, whether for himself/herself, or on behalf of his/her minor child or ward. The Signor further represents that the participant is in good health and has no medical, physical, or mental impairments or problems that would prevent him/her from safe participation in these event(s) or require special care, equipment, or attention.
7. This Release shall be binding not only upon the Signor but also upon the Signor's spouse, legal representative, heirs, successors and assigns. This Release has been carefully and fully read by the Signor and the Signor fully understands its terms and conditions and has voluntarily executed and delivered this Release as of the date below.
8. In the event that any provision of this discharge, waiver and release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this discharge, waiver and release had been executed with the invalid provision eliminated.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

**BLAINE COUNTY SCHOOL DISTRICT #61  
FOR PARENTS/ GUARDIANS OF PARTICIPANT OF MINOR AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)**

**ALL INFORMATION MUST BE GIVEN ON THIS RELEASE/CONSENT – NO EXCEPTIONS!**

By signing my name below, I represent that I have read the entirety of the ASSUMPTION OF RISK AGREEMENT in full, and that I understand all its provisions. I further represent that I am fully aware that participation in the Outdoor Education Program involves inherently dangerous activities that will expose my child or ward to the risk of serious injury and/or death.

**HAVING READ THE ASSUMPTION OF RISK AGREEMENT**, I understand that by signing this Consent I will be renouncing certain rights I would otherwise have to seek recovery against the BLAINE COUNTY SCHOOL DISTRICT, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors or premises used to conduct the event, in case of injury, etc., and specifically that I will be releasing all of the same from any potential liability for any injury that may occur, whatsoever.

**UNDERSTANDING ALL THE ABOVE**, and representing that I have the full power, authority, capacity and right to execute this Consent, I hereby voluntarily execute and deliver this Consent to my child / ward's participation in the Outdoor Education Program.

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of PARENT (please print): \_\_\_\_\_

Address of PARENT (please print): \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ E-mail: \_\_\_\_\_

Age of Minor: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_