

FOREST GROVE COMMUNITY SCHOOL
SPECIFIC ACTIVITY PERMISSION, ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

STUDENT'S FIRST & LAST NAMES: _____

PARENT/LEGAL GUARDIAN FIRST & LAST NAMES: _____

NAME OF ACTIVITY: FGCS ANNUAL BIKE RIDE

DATE OF ACTIVITY: FRIDAY, MAY 18, 2018

DEPARTURE TIME/LOCATION: 1:30 P.M. / FGCS

RETURN TIME/LOCATION: APPROXIMATELY 3 P.M. / FGCS

TRANSPORTATION: PARENTS/GUARDIANS ARE RESPONSIBLE FOR ARRANGING STUDENT TRANSPORTATION HOME AFTER THIS EVENT.

STUDENTS SHOULD BRING/WEAR: BICYCLE (CHECK TIRES & CHAIN BEFORE RIDE); BIKE HELMET (MANDATORY FOR ALL PARTICIPANTS); CLOTHING APPROPRIATE FOR THE WEATHER; WATER BOTTLE.

THIS IS AN OPTIONAL ENRICHMENT ACTIVITY. STUDENTS ARE NOT REQUIRED TO PARTICIPATE IN THIS ACTIVITY.

PLEASE INDICATE WHICH ROUTE YOU ARE TAKING: _____

SHORT ROUTE

LONG ROUTE

I, the undersigned Parent/Guardian of the above-named Student, hereby authorize, consent and grant permission for Student to participate in the Activity, including travel to and from the Activity on foot, in private vehicles driven by staff, parents and other volunteers, in commercial vehicles hired by the School, or on public transportation. In consideration for Forest Grove Community School ("School") allowing Student to participate in the Activity, I EXPRESSLY AGREE to bind Student, myself and our respective estates, heirs, and personal representatives or assigns to the following (the "Agreement"):

(1) **ASSUMPTION OF ANY AND ALL RISKS.** I understand and agree that Student's attendance and participation in the Activity is purely voluntary, that there will be no negative repercussions for choosing not to participate in the Activity and that my child is participating out of his/her own free will fully aware of the attendant risks associated with the Activity. The Activity has been explained to me and I fully understand that the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. I know, understand, and appreciate these and other risks that are inherent in the Activity. I also understand that there may be other risks of social or economic losses that are not known to me or not readily foreseeable at this time. I hereby expressly and specifically accept and assume all such risks on behalf of myself and Student, including the risk of the unavailability of emergency medical care and the risk of negligent or intentional acts committed by another person, and accept all losses, costs, and damages that I may incur as a result of Student's participation in the Activity.

(2) **RELEASE AND AGREEMENT NOT TO SUE.** I knowingly and willingly release, forever discharge, and hold harmless School its successors, assigns, board of directors, administrators, teachers and volunteers from any and all liability, claims and demands of whatever kind or nature, either in law or in equity,

which arise or may hereafter arise from Student's participation in the Activity. I understand that this release discharges School from any liability or claim that I or Student may have against School with respect to any losses or damages, including without limitation, any bodily injury, personal injury, illness, death or property damage, that may result from participation in the Activity, to the extent not caused by the negligence or intentional conduct of School, or its directors, administrators, teachers, volunteers, agents or otherwise. I also understand that School does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health or disability insurance in the event of injury or illness.

THIS RELEASE IS A COMPLETE AND FINAL RELEASE AND SURRENDER OF EACH AND EVERY CLAIM OR CAUSE OF ACTION FOR DAMAGES, LOSS, EXPENSES, AND/ OR INJURIES, WHETHER TO PERSON OR PROPERTY, THAT I OR STUDENT WILL OR MAY HAVE AGAINST SCHOOL, ITS DIRECTORS, ADMINISTRATORS, TEACHERS, VOLUNTEERS, SUCCESSORS, ASSIGNS, AGENTS OR OTHERWISE.

(3) **WAIVER.** I agree to waive the protection afforded by any statute or law in any state or other jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist as the time of executing the release.

(4) **MEDICAL TREATMENT.** I recognize that medical treatment on an emergency basis may be necessary at a time when I am not avail-

able to give my consent in advance of such emergency care, and I give permission to the School to authorize such care as may be deemed necessary under existing circumstances. I hereby release and forever discharge School from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered by School, or its agents, representatives or third parties in connection with the Activity.

interpreted in accordance with the laws of the State of Oregon. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

(5) **INSURANCE**. I understand that, School does not carry or maintain primary health, medical, or disability insurance coverage for Student. I understand that the school carries a Student Accident Policy that may provide coverage for some medical expenses related to accidents during the school day that are not covered by parent/guardian insurance. I understand that I am responsible for all medical costs associated with any accident or illness my child may experience during the school day or while under school supervision.

(6) **INDEMNITY AGREEMENT**. I agree to indemnify and hold harmless School with respect to any and all actions, claims, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising from or in connection with Student's participation in the Activity, and I agree to reimburse School for any such expenses incurred.

(7) **PROPERTY RELEASE**. I understand and agree that School recommends not bringing items of significant value, including, but not limited to, money, bank cards, checks, and jewelry, while participating in the Activity. I understand and agree that School will not be responsible for any lost or stolen items.

(8) **CHOICE OF LAW AND SEVERABILITY**. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Agreement shall be governed by and in-

I HAVE READ AND UNDERSTAND THIS SPECIFIC ACTIVITY PERMISSION, ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, ON BEHALF OF MYSELF AND STUDENT. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND REPRESENT AND WARRANT THAT I AM STUDENT'S PARENT AND/OR LAWFUL GUARDIAN AND THAT I AM FULLY AUTHORIZED, AND NOT OTHERWISE RESTRICTED UNDER ANY COURT ORDER, DECREE, JUDGMENT OR TERMS OF ANY DIVORCE OR PARENTING SETTLEMENT AGREEMENT FROM GRANTING PERMISSION FOR STUDENT TO PARTICIPATE IN THE ACTIVITY AND SIGNING THIS AGREEMENT. I INTEND THAT THIS AGREEMENT CONSTITUTE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, this Agreement is effective upon signature.

PARENT/LEGAL GUARDIAN'S SIGNATURE

DATE