

**BARSTOW UNIFIED SCHOOL DISTRICT
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Water Activity Waiver - Adult

Participant's Name: _____

School Site: _____

Name of Class or Activity: _____

Waiver: In consideration of being permitted to participate in any way in _____
(Description of Water Activity)

_____ Date of Water Activity _____

Hereinafter called the "Water Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue the Barstow Unified School District**, its officers, employees, and agents from liability **from any and all claims including the negligence of the Barstow Unified School District, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Water Activity.

Assumption of Risks: Participation in the Water 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 the risks range from 1) minor injuries such as scratches, bruises, and sprains 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.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Barstow Unified School District HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Water Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California.

Acknowledgment of Understanding: I have read all previous paragraphs, including the waiver of liability, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activity, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge my participation is voluntary, that I knowingly assume all such risks, and that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the extent allowed by law.

I acknowledge that I am of legal age (an adult) and fully and completely understand the potential risks that may be associated with this Water Activity and that my participation is strictly voluntary.

Please Note: Per Board Policy 6153, School-Sponsored Trips; trips which include swimming or wading, staff and chaperones assigned to supervisor students must wear swim suits and know how to swim.

Signature of Participant Date

Print Participant Name Date

Address