



ANCHORAGE SCHOOL DISTRICT

Acknowledgement of Risks, Assumption of Risk and Release of Liability for Fun Alaska
("Agreement") – For Fun Alaska Recreational Equipment

I, _____, certify that I am the parent or legal guardian of _____ (the "Participant"). I request that the Participant participate in the Activities of the Anchorage School District, but not limited to inflatable obstacles, courses and structures, during the activities. In consideration of the benefits and opportunities afforded the Participant, I agree as follows:

1. References to the Anchorage School District (the "District") include the District's past, present and future board members, administrators, officers, employees, volunteers, parents, students, agents, attorneys, insurers, reinsurers, representatives, designees and assignees.

2. I understand that participation in the Activities involves (without limitation) uneven surfaces or changing condition of the equipment, falling, or being thrown from equipment, inclement weather, equipment or operator failure, collisions with other participants, equipment misuse or negligence of others, and equipment misuse or negligence of others. I understand that these risks cannot be eliminated by the District or the Participant, and that the risks of participation include, but are not limited to, suffocation and even death. Furthermore, while the District serves safety, it is not liable for any injury, including injury to the Participant, caused by the District's negligence or the negligence of its employees, agents, representatives, designees and assignees, or the negligence of the Participant, and I understand the risks and assume them willingly, and I hereby release, defend, indemnify and hold the District and its administrators, officers, employees, agents, representatives, designees and assignees harmless.

3. ON BEHALF OF MYSELF, THE PARTICIPANT, AND EACH AND EVERY ONE OF OUR HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS, I HEREBY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY THE DISTRICT OR RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, WHETHER SUCH CLAIMS, DAMAGES, LOSSES AND EXPENSES ARE IN CONTRACT, TORT, STATUTE, COMMON LAW OR OTHERWISE, INCLUDING NEGLIGENCE OF THE ANCHORAGE SCHOOL DISTRICT OR FOR FUN ALASKA.

4. Throughout the duration of the Activities, I hereby grant permission to the District and its employees and agents to any emergency medical treatment, procedure or provision of medication or medical assistance of any kind for the Participant, and I agree that such action shall be subject to the terms of this Agreement. I hereby authorize any provider of medical services to rely on this consent. I understand that the District does not provide medical coverage for the Participant, and I understand that it shall be my responsibility to provide or pay for any medical services that the Participant may require. I understand that the Participant is in good health and has no physical condition that would prohibit participation in the Activities.

5. ON BEHALF OF MYSELF, THE PARTICIPANT, AND EACH AND EVERY ONE OF OUR HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS, I HEREBY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY THE DISTRICT OR RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.

6. Should the District be held liable for any claim, or to defend any claim, brought by or on behalf of the Participant, I understand and hold the District harmless for (in other words, I agree to pay for) any and all such attorney's fees and/or costs.

Warning: This Agreement is a binding contract that releases you, the Participant, and your heirs, assigns, representatives, executors, administrators and assigns from the District and its employees, agents, representatives, designees and assignees from all claims, damages, losses and expenses, including reasonable attorney's fees, pertaining to the Participant's participation in the Activities, including but not limited to any negligence or other tortious conduct. This document affects your substantial legal rights and remedies. Please read it carefully before proceeding.

FULLY UNDERSTANDING ALL OF THE ABOVE, AND WITH REASONABLE TIME TO REVIEW AND UNDERSTAND THIS AGREEMENT, I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.

Signature of Parent or Legal Guardian _____ Date _____

Signature of Participant: _____ Date: _____
(High School Students Only)