

Friends of Alamo School Foundation

Enrichment Classes

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of being permitted to utilize the facilities, service and enrichment programs of the San Francisco Unified School District (SFUSD) and the Friends of Alamo School Foundation (FASF), (or for my child to so participate) for any purpose including, but not limited to observation or use of facilities or equipment, or participation in any off site program affiliated with the SFUSD & FASF, the undersigned, for himself, herself and such participating children and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that her or she has, or immediately upon entering or participating will, inspect and carefully consider such premises or facilities or the affiliated program. It is further warranted that such entry into the SFUSD & FASF facilities for observation or use of any of the equipment or participation in such affiliated program constitutes and acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered, and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SFUSD & FASF FACILITIES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OF OFF SITE PROGRAM AFFILIATED WITH THE SFUSD & FASF, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SFUSD & FASF, its directors, officers, employees and agents (herein after referred to as releasees), from all liability to the undersigned or such children and all his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person, or property or resulting death of the undersigned or such children, whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the SFUSD & FASF.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon, or about the SFUSD & FASF premises or in any way observing or using any facilities or equipment of the SFUSD & FASF or participating in any program affiliated with the SFUSD & FASF whether caused by negligence or the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK AND BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the SFUSD & FASF and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the SFUSD & FASF.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statement or inducement apart from the foregoing written agreement have been made.

SIGNATURE OF APPLICANT/PARENT: _____ DATE: _____

Print name of Applicant/Parent: _____

Print name of Child in Program: _____