



## YFPE BUS PULL FUNDRAISER

### Assumption of Risk, Waiver, and Release from Liability

EACH PARTICIPANT MUST READ AND SIGN BELOW AS AN ACKNOWLEDGEMENT OF UNDERSTANDING:

I desire to participate in the MOVE THAT BUS event on April 13, 2019, including any practice events leading up to the April 13, 2019 event at Tabb High School.

This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in MOVE THAT BUS.

1. **Express Assumption of the Risk** - I, the undersigned participant, am aware that there are significant risks involved in physical activity, including but not limited to, the physical activity of pulling a bus, and that my participation in any such physical activity carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of the participants, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers; the unavailability of emergency medical care; and, the lack of hydration. These risks are not only inherent to the physical activity of the participants, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or to others. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating in, volunteering in or watching any physical activity, including the MOVE THAT BUS event. I realize that liability may arise from the negligence or carelessness by the persons or entities being released from liability hereunder, including any officials, officers, employees, agents, or volunteers of the County School Board of York County, Virginia (hereinafter "Board").

I am participating in MOVE THAT BUS of my own free will. In consideration of being permitted to participate in MOVE THAT BUS, I agree to assume full responsibility for any risks, injuries or damages, known and unknown, which I might incur as a result of participating in MOVE THAT BUS, including by not limited to those risks described in this Section 1.

2. **Acknowledgement of Policies and Procedures** I, the participant, acknowledge that it is my responsibility to consult with a physician prior to and regarding my participation in any physical fitness program, including pulling a bus. I represent and warrant that I have no physical impairments, injuries, illnesses or medical conditions that would prevent my participation in physical fitness activities or that would endanger me or others. While on York County School Division property, I agree to comply with and abide by all rules, regulations and policies of the County School Board of York County, Virginia.
3. **Release, Indemnify, and Defend** – I, the participant recognize that there are risks involved in the types of activities employed in MOVE THAT BUS, including those known and unknown as specified in Section 1 above. I therefore accept financial responsibility for any injury that I may cause either to myself or to any other person(s) due to my negligence. I agree to indemnify and hold harmless the County School Board of York County, Virginia, its officers, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in MOVE THAT BUS. This includes but is not limited to my negligence occurring on Board property, including buildings and parking areas adjacent to the buildings, and/or any area used for MOVE THAT BUS. In further consideration of being permitted to participate in MOVE THAT BUS, I knowingly, voluntarily, and expressly waive any claim I may have against the County School Board of York County, Virginia, its agents, officers, employees, and volunteers, for injuries or damages that I may sustain as a result of participating in MOVE THAT BUS held on Board property. I hereby release, waive, discharge, and hold harmless the County School Board of York County, Virginia, its officers, agents, employees and volunteers from any and all claims, suits, liabilities, judgments, costs



and expenses for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in MOVE THAT BUS. I also agree to defend, indemnify and hold harmless the County School Board of York County, Virginia, its officers, agents, employees and volunteers from and against any claims arising from or related to my own acts or omissions in connection with my participation in MOVE THAT BUS. Should the County School Board of York County, Virginia, its Officers, Agents, Employees and Volunteers be required to incur attorney’s fees and costs to enforce this agreement, I agree to reimburse the Board for such fees and costs.

- 4. **Waiver**- I hereby waive any protections afforded me by any statute or law in any 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 at the time of executing the release. This means, in part, that I am releasing unknown future claims.
- 5. **Payment for Damages** - I agree to pay for any and all damages to any person or property or to the Board caused by me negligently, willfully or otherwise.
- 6. **Representatives** - I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.
- 7. **Consent for Emergency Treatment** - I consent to medical treatment for emergencies that occur during or are related to my participation in MOVE THAT BUS where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, Section 3 and Section 4.
- 8. **Insurance** - I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in MOVE THAT BUS.
- 9. **Severability** - If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

***I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.***

Team Name: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*Please print and bring signed form (for each participant) to event on 4/13**