

KASSON-MANTORVILLE SCHOOLS
Program Waiver of Liability and Assumption of Risk Agreement

I, _____ (name of parent/guardian or, if student is at least 18 years old, name of student), am the parent/guardian of _____ (name of student) (“Student”), a student at Kasson-Mantorville Schools (“District”). I understand that the Kasson-Mantorville District is hosting an Athletic Practice / Program (“Program”). **In consideration for the District permitting my child to participate in the Program, I hereby acknowledge and agree to the following:**

INFORMED CONSENT. I certify that I have been informed of and I understand the various aspects of the Program by the District. I recognize and understand that participating in this Program has inherent risks, including the potential loss of or damage to personal property, the risk of physical injury, and death. I understand and am aware that during the Program certain risks and dangers may arise, including but not limited to, the exposure to and contraction of a disease or illness such as COVID-19 from the instructor, other participants, or surfaces in the environment of the Program. I certify that I have educated and informed myself about diseases, illnesses, and other health concerns that may result from participating in the Program and understand that my Child may be at risk of being exposed to and contracting illnesses or diseases such as COVID-19 during the Program.

I understand that these risks will exist even with careful planning and adequate precautions. Knowing the inherent risks and dangers involved, I hereby grant permission for my Child to participate in the Program.

ASSUMPTION OF RISK. I understand and am aware that there are potential dangers incidental to my Child’s participation in the Program, some of which may be dangerous and which may expose my Child to the risk of personal injuries, disease or illness, and even death. I understand that there are potential risks as a consequence of, but not limited to, contact with other participants and instructors.

My Child and I knowingly and voluntarily assume all risks of injury, disease or illness, death, and property damage or less, both known and unknown, that may result from my Child’s participation in the Program unless they arise from the District’s gross negligence or intentional acts, and I assume full responsibility for my Child’s participation in the Program.

RELEASE AND WAIVER OF LIABILITY. In consideration for the District permitting my Child to participate in the Program on behalf of my Child, my personal representatives, heirs, executors, administrators, agents, and assigns, **I hereby voluntarily forever release, waive, discharge, and convent not to sue** the District, its trustees, officers, directors, employees, agents, representatives, and volunteers (“Released Parties”), jointly and severally, from any and all liability, including any and all claims, demands, injuries, damages, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage, illness or disease, or death that I or my Child (or any person who may contract an illness or disease such as COVID-19, directly or indirectly, from myself or my Child) may suffer as a result of my Child’s participation in the Program, **regardless of whether the injury, damage, illness or disease, or death is caused by the Released Parties, unless the injury, damage, illness or disease, or death is caused by the Released Parties’ gross negligence or intentional acts.**

CHOICE OF LAW. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Minnesota. I understand that I may seek legal counsel to fully explain the terms of this Agreement to me before I sign it.

SEVERABILITY. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid.

I have read this Agreement carefully, I fully understand its terms, and I understand that I am giving up substantial rights. I agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. By Signing below, I knowingly and voluntarily accept the terms and conditions stated above.

Parent/Guardian

Date

Student

Date