



**STATEMENT OF RESPONSIBILITY, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY
FOR STUDENT PARTICIPATING IN A GONZAGA PREPARATORY PROGRAM OR ACTIVITY**

Student Participant Name: _____ **Date of Birth (mm/dd/yyyy):** _____

Understanding Affirmed: The undersigned affirms and acknowledges each and all of the following matters to be true and correct. The undersigned is a parent/legal guardian of a student who desires to participate in the following program or activity:

Program/Activity: _____ **Date(s):** _____

I. Voluntary Activity

The undersigned acknowledges that participation in this program or activity is entirely elective and voluntary on the part of the student participant and their parent or legal guardian. In consideration for the opportunity to participate in this program or activity I understand and agree as follows:

II. Health Factors

- a. The named participant is physically able, with or without accommodation, to participate in the program or activity. I understand that it is my responsibility to request any accommodation in a reasonable time frame.
- b. The named participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the participant from participation in the program or activity and that I will indemnify and hold the school and its employees and agents harmless therefore.
- c. If, in the course of the program a Gonzaga Preparatory School official should determine, in his/her sole judgment, that the health, safety or welfare of the named participant or others, or the integrity of the program, is jeopardized by the participant's continued participation, I agree that the participant will withdraw or be subject to removal from the program and remain responsible for the full payment of all program fees.
- d. I understand that if Gonzaga Preparatory School is not providing a leased or owned vehicle, and transportation consists of a personal vehicle or public transportation, Gonzaga Preparatory School has no liability regarding transportation and the participant travels at their own risk.
- e. **Health and Safety Risks:** I understand that, although the school has made every reasonable effort to assure the named participants' safety while participating in the program, there are unavoidable risks associated with any program or activity, including the following specific risks: **student travel to, from, and during the program or activity; risk of personal injury as a result of participation in physical activities including transporting food, carrying donations, and transportation to/from campus or for the purpose of individual collection in which the student is not the primary driver.** I do hereby acknowledge that I am fully aware of all risks and hazards that may be directly or inherently involved in participation. With full knowledge of the facts and circumstances surrounding this activity, I do hereby assume all responsibility and risk associated with the minor's participation in this activity, including all risk of property damage, injury, and other hazards to the named participant.

III. Conduct

The named participant will follow all rules of the program and maintain appropriate behavior while participating in the program. If, in the course of the program a Gonzaga Preparatory School official should determine, in his/her sole judgment, that the health, safety or welfare of the named participant or others, or the integrity of the program, is jeopardized by the participant's conduct, I agree that the participant will withdraw or be subject to removal from the program.

IV. Medical Authorization

I grant Gonzaga Preparatory School and its agents full authority to secure medical treatment on my, or the named participant's, behalf and consent to whatever action they deem necessary in the event of a health emergency, at my expense.

V. Release of Liability

I am eighteen (18) years of age or older. I, individually and on behalf of the named minor participant, and my/our heirs, successors, assigns, and personal representatives, release Gonzaga Preparatory School, its Trustees, Regents, employees, agents, and representatives, from any and all liability whatsoever for damages, losses, or injuries (including death) that I, or the minor participant, may sustain to person or property, arising out of, resulting from, or occurring during participation in the Gonzaga Preparatory School program or activity or any travel incident thereto. This release applies to any loss of property, injury, illness or death due to whatever cause including acts, omissions or negligence of Gonzaga Preparatory School and its employees or agents.

VI. Statement of Indemnification

I, individually, and on behalf of any named minor participant and my/our heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Gonzaga Preparatory School and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with participation in the Gonzaga Preparatory School program or activity, including any travel incident thereto.

VII. Waiver of Legal Rights

I agree that this Statement of Responsibility, Assumption of Risk, and Release of Liability is to be construed under the laws of the State of Washington, USA; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms and all disclosures therein, that I have been provided with the opportunity to have an attorney review this document, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I ACCEPT EACH OF THE ABOVE RESPONSIBILITIES, EXPRESSLY ASSUME ALL OF THE RISKS DESCRIBED, AND VOLUNTARILY SIGN AND AGREE TO THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND AUTHORIZATION FOR MEDICAL TREATMENT.

Name of Student Participant: _____ Date: _____

Please Print Name of Student Participant's Parent or Legal Guardian _____

Signature of Participant's Parent or Legal Guardian: _____ Date: _____

THIS SIGNED FORM MUST BE RETURNED TO PERIOD 1 TEACHER