

**San Dieguito Union High School District**  
**2018/19 School Year**

**PARENT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR**  
**INDEPENDENT STUDY PHYSICAL EDUCATION PROGRAM PARTICIPATION**

This is a release of liability and assumption of risk agreement. Read it carefully and sign below. Completion of this release is a prerequisite to participation in Independent Study Physical Education Program. This release essentially says the student named below is going to participate in an Independent Study Physical Education Program which involves inherent risks to participants. If he/she is hurt, injured, or even dies, you (i.e., the student, parents and heirs) will not make a claim against or sue the San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents, or expect them to be responsible or pay for any damages.

We, the undersigned, understand and acknowledge that \_\_\_\_\_ has voluntarily chosen to  
(Name of Student)  
participate in an Independent Study Physical Education Program. We know and fully understand that any physical education activity, including, but not limited to \_\_\_\_\_ involves numerous risks, dangers, and hazards, both  
(Name of Activity)

known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even die. Regardless of whether the athletic activity involves physical contact or not, all athletic activities and sports have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by players, instructors, coaches, trainers, or other staff. Furthermore, we understand that while the school district may establish certain requirements in implementing the Independent Study Physical Education Program, neither the District nor its schools are responsible for the quality or conditions of instruction involved with this program in that it involves physical activities which are off of school district premises and are not organized or supervised by the school district. We acknowledge and willingly assume all risks and hazards of potential injury and death which may arise out of participation in this Independent Study Physical Education Program, including any transportation to or from any such program.

\_\_\_\_\_’s participation in this Independent Study Physical Education Program is purely  
(Name of Student)  
voluntary and it is being done at his/her own risk.

In consideration for San Dieguito Union High School District allowing the above-named student to participate in this Independent Study Physical Education Program, we voluntarily agree to release, waive, discharge, and hold harmless San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the student illness, injury, death and damages of any nature in any way connected with the student’s participation in this program. We also expressly agree to release and discharge San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

As parent or legal guardian of the student/participant under 18 years of age, I have read and voluntarily agree that my son/daughter may participate in this Independent Study Physical Education Program, and I sign this release on his/her behalf. In signing this document, I fully recognize and understand that if my son/daughter is hurt, dies, or his/her property is damaged, I am giving up the student’s right and the rights of the parents and heirs to make a claim or file a lawsuit against San Dieguito Union High School District, its Board of Trustees, officers, employees, volunteers, and agents.

California Law provides as follows: “All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions, shall sign a statement waiving such claims.” (Education Code Section 35330)

WE, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. WE UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. WE FURTHER UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS INDEPENDENT STUDY PHYSICAL EDUCATION PROGRAM. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE PROGRAM AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

_____ Student/Participant Signature	_____ Date
_____ Parent/Guardian Signature	_____ Date