

ATHLETIC PARTICIPATION AGREEMENT

This Athletic Participation Agreement is entered into this _____ day of _____, 200____, by and between _____ (the “Student”) and the Fleming (Frenchman RE-3) School District (the “District”).

The parties agree as follows:

1. The District’s practice and procedure is to permit students to participate in interscholastic athletic competition only if they provide satisfactory evidence of their coverage under a current medical insurance plan. By signing this agreement, the Student indicates that (s)he does not have such insurance in place.

2. The District’s standard practice is to deny participation to students who do not have required medical insurance coverage. The District hereby agrees, however, to allow the Student to participate in the District’s athletic program based upon the agreement of Student and his/her parents to all of the following conditions:

a. Assumption of Risk. The District’s insurance overages are unlikely to provide any coverage or benefit to the Student in the event of an injury during the course of these athletic activities, including practices and extracurricular and interscholastic competitions. Student fully assumes the risk of serious injury by participating in this activity and assumes sole and exclusive responsibility for any medial treatment or care thereafter required.

b. Release. In consideration of the permission granted to Student by the District to participate in athletic events and competitions, Parent and Student hereby release the District, its agents, and employees from any and all claims, causes of action, damages, or demands of any kind whatsoever which Parent or Student may have against the District and the other described parties herein for all damages, including all personal injuries known or unknown which Student has or may incur or which may arise during participation in this activity.

c. Indemnification/Reimbursement. Parent and Student hereby indemnify and hold the District harmless from any and all claims, liabilities and causes of action, including its reasonable attorney and expert fees and costs, for injury to the Student related in any way to his or her participation in the activity.

d. Scope of Promise. Parent and Student agree that the terms of this Agreement shall also be binding upon any other parent or guardian of the Student, and sibling of the Student, and to the claims or rights of any other person in relation to Student and his or her participation in this activity.

We, the undersigned, have read this Athletic Participation Agreement and understand all of its terms. We execute it voluntarily and with full knowledge of its significance.

