

## **RELEASE OF LIABILITY**

The student and parent(s)/guardian(s) whose signatures appear below desire to participate in activities at the YMCA of the Cedar Rapids Metropolitan Area in connection with the Physical Education program at Linn-Mar Community Schools. In consideration of that participation, the undersigned acknowledge and agree as follows:

1. We are fully informed and aware that participation in activities at the YMCA of the Cedar Rapids Metropolitan Area and use of its facilities involve certain risks, including but limited to property damage and loss, bodily injury, illness and even death, and we fully assume any and all such risks.
2. The participating student is in sufficient physical and mental health to participate in activities of the YMCA of the Cedar Rapids Metropolitan Area, as well as to utilize its facilities. The undersigned have medical insurance coverage appropriate for the student's use of the facilities and have provided medical insurance and emergency contact information below. We understand Linn-Mar Community School District provides no insurance of any type in connection with participation in activities at the YMCA of the Cedar Rapids Metropolitan Area or the use of its facilities.
3. The undersigned, both individually and on behalf of their son/daughter, hereby waive any and all claims of causes of action, whether at law or equity, or sounding in contract, tort or otherwise, which they may have or ever claim to have against Linn-Mar Community School District, the YMCA of the Cedar Rapids Metropolitan Area, and their agents, employees, officers, administrators, or volunteers for any and all claims arising out of or in any way related to participation in activities at the YMCA of the Cedar Rapids Metropolitan Area or the use of its facilities, including, but not limited to, court costs and attorney fees, whether or not foreseeable or contributed to by the negligent acts or omissions of Linn-Mar Community School District or the YMCA of the Cedar Rapids Metropolitan Area. In addition, this Release shall apply to transportation to and from any and all activities related to participation at the YMCA of the Cedar Rapids Metropolitan Area, regardless of location.
4. The RELEASE OF LIABILITY (Release) constitutes the entire agreement and supersedes any prior or contemporaneous agreements regarding the matters set forth herein. This Release (i) may not be amended by course of conduct or otherwise; (ii) may not be assigned, in whole or in part, except in writing duly executed by Linn-Mar Community School District. This Release shall be interpreted and enforced in accordance with the laws of the State of Iowa, without regard to any conflicts of choice of law principles, and shall be as broad and inclusive as permitted by such laws. If any

provision of this Release is held unenforceable by a court, such unenforceability shall not affect any other provision, and this Release shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.

5. I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THIS DOCUMENT. I AGREE TO THE TERMS OF THE RELEASE OF LIABILITY, INCLUDING THOSE TERMS WHICH CONSTITUTE A WAIVER OF RIGHTS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE OF LIABILITY, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent(s)/Guardian(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent(s)/Guardian(s) Signature

Medical Insurance Company \_\_\_\_\_

Medical Insurance Number \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Phone Number \_\_\_\_\_