



# BLOOMINGTON PUBLIC SCHOOLS

## District 87

---

300 E. Monroe St. Bloomington, IL 61701

309-827-6031

www.district87.org

### WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY DISTRICT 87 (Participant Under Age 18)

Participant's Name: \_\_\_\_\_ ("Participant") Activity: \_\_\_\_\_ ("Activity")

Parent or Legal Guardian's Name: \_\_\_\_\_ ("Parent")

Parent certifies that he/she is the parent or legal guardian of Participant and has the legal authority to sign this Waiver and Agreement on behalf of Participant and to bind Participant to the acknowledgements and agreements herein. If Parent is a legal guardian, evidence shall be attached to this Waiver and Agreement.

In consideration for being allowed to participate in the Activity, Parent and Participant represent and warrant to the Bloomington Public Schools, District 87, McLean County, Illinois (hereinafter referred to as "District 87") that Parent and Participant and their respective personal representatives, heirs, next of kin, successors and assigns, agree as follows:

**1. Acknowledgement and Assumption of Risk:** Parent and Participant are aware of the dangers and the risks to Participant's person and property involved in participating in the Activity. Parent and Participant hereby acknowledge Participant is participating in the Activity voluntarily with full knowledge of the risks and dangers involved in the Activity. Parent and Participant understand the risks regarding exposure to COVID-19 and other viruses and that by participating in the Activity, Participant may be increasing the risk of contracting COVID-19 and other viruses. **Parent and Participant hereby agree to accept and assume any and all risks of property damage, personal injury, illness or death relating in any manner to the Activity and Participant's participation in the Activity.**

**2. Compliance with Rules and Regulations:** Due to the dangers of participating in the Activity, Participant recognizes the importance of complying, and agrees to fully comply, with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in the Activity, including instructions related to social distancing precautions, wearing face coverings, physical separation, and sanitization.

**3. District 87 Does Not Insure Participant:** Parent and Participant understand and agree that District 87 does not insure Participant or participation in the Activity. If Participant desires any insurance coverage, Participant must obtain the insurance. **Parent and Participant acknowledge and agree that District 87 has no responsibility or liability for property damage, personal injury, illness or death resulting from the Activity.**

**4. Waiver of Liability and Indemnification:**

A. Parent and Participant hereby waive, release and discharge District 87 and its board members, agents, officers, and employees from any and all liability for Participant's disability, personal injury, illness, property damages, property theft, death or claims of any nature which may hereafter accrue to Parent or the Participant or the Participant's estate as a direct or indirect result of participation in the Activity; and

B. Parent and Participant hereby agree to defend, indemnify, and hold harmless District 87 and its board members, agents, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participation in the Activity.

**Parent certifies he/she has read and understands the above Waiver and Agreement before signing.**

Signature of Parent: \_\_\_\_\_

Date: \_\_\_\_\_