**[SCHOOL NAME]**

**Disclaimer:** *This template is provided by VSBIT as a general resource. It is the responsibility of each organization to review and modify the waiver as needed to align with their policies and legal requirements. VSBIT recommends consulting legal counsel before implementation.*

**LIABILITY WAIVER and RELEASE**

**UNLESS THE PARTICIPANT IS 18 YEARS OF AGE, BOTH THE MINOR AND PARENT/LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS AGREEMENT. A MINOR WILL NOT BE ALLOWED TO PARTICIPATE IN ACTIVITIES IF THIS COMPLETED FORM IS NOT RETURNED.**

I am requesting that I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, be able to participate in [Input Activity] activities at [School Name].

As a parent/legal guardian of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I give permission for my child to participate in [Input Activity] activities at [School Name].

**Assumption of Risks:** Participation in [Input Activity] activities at [School Name] carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I hereby confirm that I have voluntarily chosen to participate in [Input Activity] activities at [School Name], and that I am able to participate in [Input Activity] activities at [School Name]. In the event of illness or injury, I authorize [School Name] to administer and/or secure medical treatment on my behalf.

**Waiver and Release:** In consideration of being permitted to participate in any way in [Input Activity] activities at [School Name], I agree that I do hereby release, hold harmless, and discharge **[School Name and SU/SD]** (hereinafter referred to as “**Releasees**”), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to **Releasees’** ordinary negligence: and I do further agree that, except in the event **Releasees’** gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal action and causes of action, against **Releasees** as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, damage, and/or property damage sustained by me arising from, but not limited to participation in [Input Activity] activities at [School Name].

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in [Input Activity] activities at [School Name].**  **I hereby assert that my participation is voluntary and that I knowingly assume all such risks**.

**Indemnification and Hold Harmless**: I also agree to **INDEMNIFY AND HOLD HARMLESS [School Name and SU/SD]** from any and all claims, actions, suits, procedures, costs (including but not limited to any treatment secured on my behalf), expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in [Input Activity] activities at [School Name] and to reimburse them for any such expense incurred.

**Severability:** I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be broad and inclusive as permitted by the law of the **State of Vermont** and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding**: I have voluntarily read and executed this **LIABILITY WAIVER and RELEASE** of liability with full knowledge of its content.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Participant Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Parent/Legal Guardian Date**

**PLEASE RETURN COMPLETED FORM TO:**

[School Name]

[Address]