

North Douglas School District #22
Equipment Use Waiver Form

Student Name: _____

Grade _____ Home Phone: _____

Address: _____

Parent(s)/Guardian(s) Name(s): _____

Parent(s)/Guardian(s) Phone Numbers: _____

Activity: _____

Description of Equipment to Use: _____

I understand that participation and the use of District issued equipment in this Non-District Sponsored Activity is not required. I understand that we (Student and I) assume full responsibility for any injuries because of using District issued equipment. I understand that we are responsible for the return of equipment in the same condition as when it was issued and will replace any equipment that is lost or stolen. **For equipment issued that requires NOCSAE (National Operating Committee on Standards for Athletic Equipment) approval, I have reviewed the certification or recertification documentation and attest that it meets the recommended guidelines (www.nocsae.org).**

In consideration for providing District issued equipment **both Student and I voluntarily agree to waive and discharge any and all claims against the North Douglas School District #22 (District) and release it from liability for any loss regardless of cause,** including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for myself, Student, our estates, our heirs, our administrators, our executors, our assignees, and our successors. I also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability for any loss, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to me, Student, or to our property, or losses of any kind which may result from or in connection with Student's use of District issued equipment, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of Student.**

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Signature of Parent/Guardian _____ Date: _____

Signature of Student: _____ Date: _____