

# Fremont Unified Student Store (FUSS)

## Liability Waiver Form

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

EMAIL \_\_\_\_\_@\_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Alternate Phone # \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Under the Age of 18? Yes No (please circle one)

Emergency Telephone # \_\_\_\_\_ Emergency Contact Name \_\_\_\_\_

### Acknowledgement and Assumption of Risks, and Release of Claims

I understand the program offered through Fremont Unified Student Store (FUSS) will take place in a dynamic environment and may include, but is not limited to, the following potentially hazardous indoor and outdoor activities: sports, initiative activities, games and events. The inherent risks of these activities include the following: personal injury, property damage, illness or death. I understand that my participation in the program is voluntary.

In recognition of the potentially hazardous nature of the program, I, or my child, my heirs and assigns, hereby release FUSS, its professional staff, employees and volunteers, and its agents, promoters, other participants, operators, officials, and person(s) in any event area, sponsors, advertisers, owners and lessees of the premises used to conduct the event, from any and all claims of negligence arising from participation in the program. I further agree to hold harmless and indemnify FUSS, its professional staff, employees and volunteers, and its agents for all defense costs, including attorney fees, and any other costs, expenses or claims in connection with my participation in this program. I also understand that this release relates to all claims and liability resulting from unforeseen hazards.

I have read this entire "Acknowledgement and Assumption of Risk and Release of Claims" and fully understand the contents. My signature indicates that I have satisfied my questions and concerns.

I hereby give my consent to FUSS to take photographs, video recordings, and/or sound recordings of me during my participation. I grant FUSS my permission to use the negatives, prints, motion pictures, video tapings, or any other reproduction of the same for promotional purposes on flyers, on the World Wide Web, or in any other manner deemed necessary.

In the event of illness or injury, I hereby consent to any and all of x-ray examination, anesthetic, medical, surgical, or dental diagnosis of treatment and hospital care that are deemed necessary by the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services, and I agree to pay for such medical or dental care whether or not such care is covered under, or the costs are insured by, my health insurance. FUSS representatives are authorized to call 911 in case of an emergency.

I expressly state that I have read, understand and am familiar with all provisions herein. I understand that this release is a contract and I sign it of my own free will. I agree to all terms and provisions herein. INITIAL HERE: \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Participant's Printed Name \_\_\_\_\_ Date: \_\_\_\_\_

### TO BE READ AND SIGNED BY PARENT or LEGAL GUARDIAN OF MINOR

I hereby state that I am the parent or LEGAL guardian of the minor whose information appears above. I expressly state that I have read, understand and am familiar with all provisions herein. I understand that this release is a contract and I sign it of my own free will. I agree to all terms and provisions herein. INITIAL HERE: \_\_\_\_\_

Signature of Parent or Legal Guardian \_\_\_\_\_ Printed Name \_\_\_\_\_ Date: \_\_\_\_\_

