



HONOLULU WALDORF SCHOOL (ILH PAC-FIVE SPORTS)
GRADES 7-8 SPORTS PERMISSIONS AND RELEASE FORM

Student's Name: _____ Date of Birth: _____ Grade: _____

Honolulu Waldorf School (the "School") believes that education and development extend far beyond the classroom. In line with this philosophy, the School offers and encourages students to participate in athletics. Participation in all sports programs at the School is voluntary. Your child named above (the "Child") will not be permitted to participate in any sports programs offered by the School unless this Sports Permission & Release Form (the "Form") is signed and initialed, where indicated, by the parents and/or legal guardians of the Child participating in the Sports Program (as defined below), as well as all sports participants who are 18 years of age or older. If this Form is signed by only one parent or guardian, that individual certifies that he or she has the sole legal custody of the Child.

1) PARENTAL RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

As a custodial parent or legal guardian of the Child, I give my Child full permission to participate in the following athletics and all events, travel, and activities associated with said participation (all collectively referred to herein as the "Sports Program"):

List sport(s):

By signing this Form, I acknowledge, understand, and agree to the following terms.

- a) My Child has my permission to participate in the ILH Pac-Five Sports Program listed above. I understand that there is a \$250.00 athletic participation fee. My permission for my Child to participate in the Sports Program is based upon my belief that my Child does not have any physical or mental health conditions that could affect my Child's ability to safely participate in the Sports Program. If I have any concerns regarding my Child's physical or mental health that could affect my Child's ability to safely participate in the Sports Program, I will bring all such concerns to the attention of the School's **Athletic Director** (athleticdirector@honoluluwaldorf.org) prior to my Child participating in the Sports Program.
- b) Even though there are risks associated with my Child's participation in the Sports Program and the possibility of additional risks of which neither the School nor I may be aware, I represent and warrant that I have enrolled my Child in any and all insurance, including, but not limited to health care, accident, travel and personal property insurance that I believe, in my sole judgment, is necessary to protect my Child and my Child's interests while participating in the Sports Program.
- c) RELEASE. I forever release, acquit, discharge, covenant to hold harmless and covenant not to sue the School, its trustees, employees, volunteers, representatives, agents, and

Initials Parent #1: _____

Initials Parent #2: _____

trustees, employees, volunteers, representatives, and agents of any other school at which my Child participates in the Sports Program (all collectively referred to as "Releasees"), from any and all claims, suits, liabilities, actions and causes of action, including, but not limited to, any negligence of Releasees, which I or my Child or our heirs, legal representatives, successors, conservators, and assigns may have, now or in the future, which arise directly or indirectly out of my Child's participation in the Sports Program.

- d) **ASSUMPTION OF RISK.** I fully understand that participation in the Sports Program involves risks and danger of serious bodily injury, including, but not limited to, permanent disability, concussions, paralysis and even death. While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury still remain. I knowingly and freely assume all risks, both known and unknown, associated with the Sports Program, including, but not limited to, bodily injuries and damage and loss of property, for myself and my Child.
- e) **INDEMNIFICATION.** I hereby agree, on my own behalf and on behalf of my Child, to indemnify Releasees from and against any and all claims, suits, actions, causes of action, including, but not limited to, claims of negligence, and any other liabilities, including attorneys' fees, by any person resulting directly or indirectly from my Child's participation in the Sports Program, including, but not limited to, injury of any person caused by my Child or for damage to or destruction of any property caused by my Child.
- f) **COVENANT NOT TO SUE.** I hereby, on my own behalf and on behalf of my Child, covenant not to sue Releasees for any claim covered by the Release provision above. I represent that I have not asserted in any forum any claim described in the Release provision above. I further agree that I will not assert in any forum any of the claims described in the Release provision above. Notwithstanding the generality of this Covenant Not To Sue, the above Release provision and waiver of claims applies to the extent permitted by law. This provision is not intended to, and does not, govern any claims that cannot be released by private agreement.
- g) **The release, assumption of risk and indemnification provisions contained above include any property or personal loss or damage, or other loss or damage caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence) of Releasees.**

2) MEDICAL INFORMATION AND TREATMENT AUTHORIZATION

In rare instances, a medical, dental or surgical emergency requiring treatment arises in which written consent by parents or guardians is legally required, but the appropriate person cannot be reached. In this event, and in order to avoid delay that might jeopardize the life or recovery of my Child, we require the following permission from parents and legal guardians, with the understanding that reasonable efforts will be made to contact the appropriate person in an emergency.

As the custodial parent or legal guardian of the Child, a minor, I do hereby appoint the **Team Coach** my true and lawful attorney for the purposes of taking all steps necessary to ensure the proper care (including but not limited to medical, dental and hospital care) of my Child, and to execute any and all necessary documents and papers requested by any person prior to treatment of, or rendering of care to, my Child.

Initials Parent #1: _____

Initials Parent #2: _____

I understand that the School or the **Team Coach** will, to the extent possible, consult with me concerning the reasons for and effects of all such care. Recognizing that it may be difficult to reach me, I authorize the School and the **Team Coach** to permit commencement of treatment when, in the professional judgment of the physician, dentist or medical personnel involved, such treatment is medically necessary, even if I have not yet been consulted. In authorizing such emergency treatment, I agree to accept the determination of the treating physician, dentist or other medical personnel that the treatment or care rendered was medically necessary to protect the life, health or mental well-being of my Child.

I, the undersigned, hereby agree to bear all costs incurred as a result of the foregoing. I, the undersigned, have read the entirety of this Form and I have satisfied myself that I understand what it means. I hereby expressly agree that the provisions contained in this Form are intended to be as broad and inclusive as permitted by the laws of the state of Hawaii and that if any portion hereof is held invalid or unenforceable, I agree that the balance shall continue in full legal force and effect. All responsible parent/guardian signatures are required.

Signature of Parent/Legal Guardian #1: _____

Print Full Name: _____ Date: _____

Signature of Parent/Legal Guardian #2: _____

Print Full Name: _____ Date: _____

*** ** **STUDENT ACKNOWLEDGEMENT** *** **
(TO BE SIGNED BY STUDENTS OF ALL AGES)

By signing this Form, I acknowledge that I understand the seriousness of the risks associated with my participation in the Sports Program and that there may be additional risks of which neither I nor my parents or legal guardians may be aware. I have voluntarily decided to participate in the Sports Program and accept the risks involved with it. I agree to fully comply with all applicable laws, rules and regulations while participating in the Sports Program. I understand that my conduct in the Sports Program may serve as the basis for disciplinary action or expulsion from the School. By signing this Form, I acknowledge that I have read and understand what I am signing, and I am agreeing to all of the provisions to which my parents/legal guardians have agreed above.

Signature of Student: _____

Print Full Name: _____

Date: _____

Initials Parent #1: _____

Initials Parent #2: _____