

**Parent/Guardian Waiver of Liability, Indemnification and Medical Release**

***To be signed by adults if the participant is under 18 years of age.***

**Acknowledgement and Assumption of Risk**

The undersigned parent/guardian does hereby acknowledge that he/she is aware of the dangers and risks to the participant’s person and property involved in participating in SMS-related activities onsite and offsite. (ex. Field trips, bus transportation, sporting events, special programs, etc.). Permission slips for specified events will be covered by this release.

The undersigned parent/guardian and participant understand that this activity involves certain risks for physical injury to the participant. We also understand that there are potential risks of which may presently be unknown. Because of the dangers of participating in this activity, the undersigned parent and/or legal guardian and participant recognize the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisor’s instructions regarding participation in this activity.

The undersigned parent/guardian and participant understand that SMS does not insure participants in SMS-related activities, that any coverage would be through personal insurance, and SMS has no responsibility or liability for injury resulting from such activities.

The undersigned parent and/or legal guardian acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

**Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors an assigns, the undersigned parent and/or legal guardian forever:

1. Waives, releases, and discharges SMS, and its agencies, officers, and employees from any and all liability for the participant’s death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant’s estate as a direct or indirect result of participation in the activity or event; and
2. Defend, indemnify, and hold harmless SMS, its agencies, 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 participant’s actions during this activity or event.

Consent is given for the participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. **I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving** **up legal rights and/or remedies which may otherwise be available to the minor participant regarding any losses the participant may sustain as a result of participation in the activity.** I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Name of Student/Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­\_ ­­­­­­­ Grade:­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_­­­­­­­

Signature of Parent/Guardian:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Parent/Guardian:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_

Witness:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_