

# Assumption of the Risk and Waiver of Liability

## Rochester Academy Charter School

### RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

Please note: all participants are required to sign and return this prior to using school facilities.

**Release:** In consideration of being permitted to participate in any way, I, for myself, my heirs or assigns, hereby release, waive, discharge and covenant not to sue Rochester Academy Charter School, their officers, employees, board members or other volunteers, vendors and agents from liability from any and all claims resulting in personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation at RACS

**Assumption of Risk:** Participation in physical activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in participating in athletic endeavors. I 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 Rochester Academy Charter School, their officers, employees, board members or other volunteers, vendors and agents and all named above harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_