

WAIVER, RELEASE AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

The undersigned hereby acknowledges that the School District does not carry medical pay coverage for its premises or vehicles. The undersigned further acknowledges that the activity listed herein may result in person injuries to the participants. The undersigned further acknowledges that the activity is outside the direct supervision of the School District. Accordingly, the undersigned hereby assumes the risk of any injuries resulting from the activity listed herein.

In consideration of Weekly Incentive Trips to the Hermann City Pool , by _____ (name of student), the undersigned hereby releases from any legal liability the school district, its administrators, board members, teachers, employees, volunteers and agents from any and all liability for damage, injury or death, or any claim based upon negligence on the part of the school district or any of its board members, administrators, teachers, employees, volunteers or agents arising out of or related to the participation mentioned above.

In the event any person not a party to this agreement, make any claim or file any lawsuit against the school district, board members, administrators, teachers, employees or agents relating to the participation mentioned above, the undersigned agrees to indemnify (that is, reimburse if necessary), defend and hold harmless the school district, board members, administrators, teachers, employees and agents, from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees.

Parent or Guardian's Signature

Date