

CHERRY CREEK SCHOOL DISTRICT
Smoky Hill High School – Homecoming Waiver

**PERMISSION TO PARTICIPATE/RELEASE, ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF
PERSONAL RESPONSIBILITY AND INDEMNITY**

I/We, the undersigned Parents/Guardians of _____ (herein Child), hereby give our consent and permission for our child to participate in the checked **Homecoming Activities below**, which shall occur **during the week of September 9-14, 2024.**

Check all activities that apply for your student: ☐ Kickball Tournament – Tuesday, September 10
 ☐ Volleyball Tournament – Tuesday, September 10
 ☐ Homecoming Parade – Thursday, September 12
 ☐ Pep Assembly Games – Friday, September 13

I/we understand that during my child's participation in the Activity; he/she may be exposed to risk or possible injury. I/we understand that I/we assume the risk for any injuries or damages resulting from my child's participation in this activity.

I/we have accepted responsibility to verify with my physician that my child has no physical or psychological problems that would prohibit his/her participation in the activity, and agree to advise my child to comply with the instructions and directions of the School District, agents, volunteers and/or employees as participants in this activity.

I/we, in return for my child's opportunity to participate in the Activity do hereby exempt and release Cherry Creek School District, its directors, officers, employees, volunteers and agents from any and all liability, claims, demands or actions whatsoever arising out of any damage, loss or injury that my child or I/we might sustain while my child is participating in the activity, whether or not such damage, loss or injury results from the acts or omissions of Cherry Creek School District, its directors, officers, employees, volunteers or agents. I/we understand that if I/we do not sign this Release, then my child will not be permitted to participate in the Activity. I/we hereby represent that I am/we are 18 years of age or older, and that I am/we are the parent(s) guardian(s) of the Participant.

I/we further acknowledge that no representations or promises by Cherry Creek School District representatives have been made to induce me to sign this Release. I/we further agree to indemnify, hold harmless and defend Cherry Creek School District, from any claim, cause of action or demand, of any sort or nature, which may at any time be filed or asserted by the Participants participation in the Activity which indemnification shall include any costs and attorneys' fees that may be incurred as a result of any claims, causes of action or demands. This release is valid and effective whether the damage, loss or injury is a result of any act or omission on the part of Cherry Creek School District or its agents, volunteers, or employees. I understand that I voluntarily give up my right to sue the above-mentioned parties.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING LEGAL ACTION OR ASSERT CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST CHERRY CREEK SCHOOL DISTRICT. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, CONSIDER ITS EFFECTS, UNDERSTAND THIS ENTIRE DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS.

Student/Participant

Signature of Parent/Legal Guardian

Date