Fresno County Superintendent of Schools

Dr. Michele Cantwell-Copher, Superintendent

PARENT/GUARDIAN RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT ("Agreement")

Name of Program: Fresno County Spell Off ("Program") School Name: _____

Name of Child:_____ Age:_____ Grade:_____

I am the parent or legal guardian of, and hereby authorize, the above-named child to participate in the Fresno County Superintendent of School's Program named above. I understand that my child's participation in the Program is voluntary; and, in consideration of my child being allowed to participate, I am fully informed of the following and hereby agree on behalf of myself and my child, and our representatives, assigns, heirs, next of kin, and executors as follows:

1. I, THE UNDERSIGNED, am fully informed that the Program may involve activities that are physically, mentally, and emotionally challenging and may involve certain health and safety risks. I fully assume all risks, injuries, and losses to my child and property arising out of, resulting from, or related to the Program.
2. I, THE UNDERSIGNED, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Fresno County Superintendent of Schools, its officers, employees, representatives, volunteers, and agents (collectively "FCSS"), and the Fresno County Board of Education, its officers, employees, representatives, volunteers, and agents (collectively "FCBE") for and from any and all liability to my child, myself, our representative, assigns, heirs, and next of kin for any losses or damages, and any claims or demands therefor on the account of injury to the person or property of, or resulting in death of my child, while my child is traveling to or from, or participating in the Program.
3. I, THE UNDERSIGNED, HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS FCSS and FCBE from any injury, loss, liability, damage, and/or cost FCSS and/or FCBE may incur or sustain that are caused by my child while participating in the Program.
4. I, THE UNDERSIGNED, HEREBY ASSUME FULL RESPONSIBILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE while my child is participating in the Program.
5. I, THE UNDERSIGNED, authorize any medical treatment for my child which is deemed necessary in the event of any injury or illness while participating in the Program, and agree that I am responsible for the cost of such medical treatment.
6. I, THE UNDERSIGNED, further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. I, THE UNDERSIGNED, HEREBY ☐**GIVE CONSENT or** ☐ **DO NOT GIVE CONSENT** to the FCSS or any other entity approved by FCSS to take photographs, motion pictures, digital images, sound recordings, and/or DVD/video tapes ("recordings") of my child, singly or in a group during the Program or other FCSS-related activities, for the purpose of informing other students, teachers, parents, and the general public of the aims and activities or methods of instruction of FCSS programs and services. This includes the forwarding of student contact information to state and national competition organizers and includes student name and school or programs and event signage.
   a. I understand that these recordings may be shown to local and national audiences, in local newspapers as well as national publications, and may be posted on the Internet. It is agreed that I may inspect or review these recordings upon request.
   b. It is further agreed that neither my child nor I shall have any right, title or interest in the above named recordings, nor shall my child or I have any right to any cause of action for damages or injury resulting from the taking, publication, or dissemination of these recordings for the purpose herein described.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT and further agree that no oral representations, statements, or inducements apart from this Agreement have been made. I understand that by signing this Agreement, I am waiving valuable legal rights.

_____ _____ Phone Number: (____) _____

Approval Signature (Parent/Guardian) Date

Printed Name of Parent/Guardian: _____ Cell Number: (____) _____

Address: _____ City: _____ State:____ Zip: _____

In an emergency, notify: _____ Phone No.: (____)_____ Cell Number: (___)_____

Child's medical needs/medications/allergies: _____

Health Insurance Plan Name:_____ Subscriber/Policy No.: _____

For questions regarding this program or form, contact: Esmeralda Velasquez @ esmeralda.velasquez@fcoe.org