



**Phoenixville Area School District
Facility/Property Use
Assumption of Risks, Waiver of Liability, Release, Hold Harmless and
Covenant Not to Sue Agreement**

I will be participating in a program, class, camp and/or sporting event at the Phoenixville Area School District and will be using the facilities, premises, grounds, equipment and/or services of Phoenixville Area School District (collectively, the "Facilities and Property").

Assumption of Risks: Participation in physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve sustained physical activity which places stress on the cardiovascular system and others involve risk of harm from other participants or through observation of an activity as a spectator. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions and/or 3) catastrophic injuries including paralysis and death.

Waiver: In consideration of permission granted to me by Phoenixville Area School District to use, today and on any future dates, the Facilities and Property, I, for myself, my heirs, my personal representatives or assigns, (and for my child, if a minor), do hereby agree to waive, release, hold harmless, and covenant not to sue Phoenixville Area School District, its directors, officers, employees, insurers and agents from liability from any and all claims, causes or events (including the negligence of Phoenixville Area School District) resulting in personal injury, accident or illness (including death), and/or property loss arising from, but not limited to my participation in and/or the use of the Facilities and Property.

Release, Hold Harmless and Covenant Not to Sue: In consideration of permission granted to me by Malvern Preparatory School to use, today and on any future dates, the Facilities and Property, I also agree to Release, Hold Harmless, and Covenant Not to Sue the Phoenixville Area School District from or for any and all claims, actions, suits, costs, expenses, damages and liabilities suffered, including attorney's fees incurred, as a result of my participation in or use of the Facilities and Property.

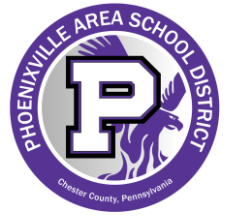
Severability: I further expressly agree that the foregoing Assumption of Risks, Waiver of Liability, Release, Hold Harmless and Covenant Not to Sue are intended to be as broad and inclusive as is permitted by law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, I agree that the balance of this Agreement shall continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Assumption of Risks, Waiver of Liability, Release, Hold Harmless and Covenant Not to Sue Agreement, and I fully understand its terms, and understand and agree that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of Phoenixville Area School District of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian (Write or type name of Parent/Guardian)

Date

Participant's Name _____ Date of Birth _____



Phoenixville Summer
Student Emergency Information

Student Name: _____

_____ Date of Birth: _____

_____ Gender: _____ Current Grade: _____ Parent/Guardian: _____

_____ Address: _____

_____ City: _____

_____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

_____ List two people who will assume temporary care of your child

if you are unavailable:

1. Name: _____ Phone: _____

2. Name: _____ Phone: _____

Medical Information

Medical Insurance Company: _____

Medical Insurance Company Phone Number: _____

Name of Policy Holder: _____

ID #: _____

Group #: _____

I _____ (Parent/Guardian) give permission for my son/daughter to receive medical first aid treatment in the event of an emergency.

I understand that this permission is given only for such treatment that is of an emergency nature. It is further understood that my son is properly covered by medical insurance that will pay for such treatment.

Signed: _____ Date: _____