

Clovis Unified School District  
1450 Herndon Avenue  
Clovis, CA 93611

**WAIVER, RELEASE AND INDEMNITY AGREEMENT  
ASSUMPTION OF RISK FOR USING PERSONAL EQUIPMENT**

Participant: \_\_\_\_\_

Equipment for Waiver: \_\_\_\_\_  
(List type of equipment [helmet and/or catcher's gear], manufacturer, color)

School: \_\_\_\_\_ Sport: \_\_\_\_\_

Season of Sport: \_\_\_\_\_

***\*All equipment must match the school issued equipment in color and any cost to match the color of school issued equipment will be up to the individual and not the district.***

By my signature below, I hereby give permission for my son/daughter to use our own personal equipment. We have fully inspected this equipment and the equipment is free of any damage and does not have any cracks, padding is intact, and all proper safety certifications are in place and up-to-date. We understand that this equipment is our own personal equipment and we accept all liability for using this equipment. In addition, if this equipment is damaged or lost, we fully understand that the district is not responsible for replacement of the equipment. We understand that at anytime the coach, school, or district, for any reason, can nullify this waiver and not allow the student to use this equipment. The undersigned fully acknowledges the District assumes no responsibility for this equipment.

For and in consideration of permitting the above named minor to use the personal equipment above, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, bodily injury, property damage or wrongful death occurring to him/herself arising in any way whatsoever as a result of engaging in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. The undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, bodily injury, property damage or wrongful death against the Clovis Unified School District or any of its officers, agents, servants, Governing Board Members or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

The undersigned hereby acknowledges that he/she knowingly and voluntarily assumes all risks of bodily injury to his/her minor child, as stated, and expressly acknowledges their intention, by executing this instrument, to exempt and relieve the District, its officers, agents, and employees, from any liability for personal injury, bodily injury, property damage or wrongful death that may arise out of or in any way be connected with the above-described activity. I have read the foregoing and have voluntarily signed this agreement. I am aware of the potential risks involved in this activity and I am fully aware of the legal consequences of signing this instrument. I further acknowledge that the District does not provide liability insurance for this equipment, nor does the District provide medical coverage for participants using this equipment that is defective, damaged, and/or not having the proper safety certifications.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Participant Signature (adult only)

\_\_\_\_\_  
Parent/Guardian Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City State Zip Code