

CONCHITA ESPINOSA ACADEMY, INC.
PARENTAL/GUARDIAN CONSENT, ACKNOWLEDGMENT AND RELEASE OF LIABILITY
(if parents/guardians are divorced or separated, the parent/guardian with legal custody must sign)

I, _____, the parent/legal guardian of _____, a student at Conchita Espinosa Academy, Inc. ("School"), for myself and the above-named student, our personal representatives, heirs and assigns (hereinafter collectively referred to as "Student"), hereby consent to and request that Student be permitted to participate in the following School sport(s) program(s) (**circle all that apply**) [**Cross-Country, Track and Field, Baseball, Basketball, Flag Football, Volleyball, Soccer, Karate**], (all that are circled are hereinafter collectively referred to as the "Program").

I understand that as a condition of participating in the Program, Student must have a physical examination by a doctor clearing the student for physical activity, and such clearance must be documented by such doctor on the medical clearance form attached hereto (the "Clearance Form").

I further understand that participation in the Program may necessitate an early dismissal from classes on occasion.

I know of, and acknowledge that Student knows of, the risks involved in participating in the Program, understand that serious injury, and even death, is possible in such participation and choose to accept any and all responsibility for his/her safety and welfare while participating in the Program.

With full understanding of the risks involved, by signing this Consent, Acknowledgment and Release, I hereby:

1. certify that Student has been cleared to participate in the Program by a duly licensed medical doctor and that attached to this Consent, Acknowledgment and Release is the Clearance Form duly filled-out and signed by a licensed medical doctor after examining the Student no more than thirty (30) days prior to the commencement of the Program, clearing Student to participate in the Program;
2. agree that I shall promptly notify School in writing of any change in Student's ability to participate in the Program for any reason whatsoever and acknowledge that Student shall thereafter be required to submit a new Clearance Form before School permits Student to again participate in the Program;
3. agree that School, its agents and/or employees have the right to terminate the participation of Student for any or no cause, as determined within the sole discretion of School;
4. authorize emergency medical treatment for Student should the need arise for such treatment while Student is under the supervision of School;
5. authorize the use or disclosure of any individually identifiable health information of Student in the possession of School, should treatment for illness or injury become necessary;
6. acknowledge that the Program is inherently dangerous and may result in injury to Student regardless of the supervision and controls implemented by the School and that I am fully aware of the risks and hazards to Student associated with the participation of Student in the Program and voluntarily agree that Student may participate in the Program regardless of its inherently dangerous nature;
7. voluntarily release, hold harmless, and forever discharge School and its employees and agents, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by Student, or to any property belonging to Student, while participating in the Program, which includes without limitation practice, competition and travel to and from competition;
8. agree to indemnify and hold harmless School and its employees and agents, from any and all loss, liability, damage or cost, including court costs and attorney's fees that they may incur due to Student's participation in the Program;
9. represent that Student is covered by health insurance apart and primary to any other coverage that may be provided by School, agree to maintain such coverage in full force and effect while Student participates in the Program, represent that Student's health insurance coverage limits are and shall at all times be sufficient to cover Student for any and all risks associated with the Program and that Student's health insurance coverage is with _____ health insurance company and bears Policy No. _____; and
10. agree that the authorizations and rights granted herein are voluntary and that I may revoke any or all of them at any time by submitting said revocation in writing to School with the understanding that by doing so, Student will no longer be eligible for participation in the Program.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SCHOOL USES REASONABLE CARE IN PROVIDING THE PROGRAM, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE PROGRAM BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE PROGRAM THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SCHOOL AND ITS EMPLOYEES AND AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SCHOOL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This Consent, Acknowledgment and Release of Liability Agreement is binding on me, my heirs, assigns and personal representatives.

Print name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date: _____

Address of Parent/Guardian: _____
Street No. Street City State Zip Code

Home Telephone Number of Parent/Guardian: _____ Alternate Telephone Number of Parent/Guardian: _____

CLEARANCE FORM

Assessment of Physician as to ("Student"):

Name: _____ Sex: _____ Age: _____ Date of Birth: _____

Date of Examination: _____

I hereby certify that the examination(s) was/were performed by myself or an individual under my direct supervision with the following conclusion(s):

Student is cleared without restriction or limitation to participate in **(circle all that apply)** [**Cross-Country, Track and Field, Baseball, Basketball, Flag Football, Volleyball, Soccer, Karate**].

Student is cleared for participation in **(circle all that apply)** [**Cross-Country, Track and Field, Baseball, Basketball, Flag Football, Volleyball, Soccer, Karate**], with recommendation for further evaluation or treatment for _____ and that the following precautions be taken: _____

_____.

Student is not cleared for participation in _____.

Emergency Information:

Allergies: _____

Other Information: _____

Print name of physician: _____

Signature of physician: _____ Date: _____

Address of physician: _____

Telephone number of physician: _____