

WEST FORSYTH HIGH SCHOOL

2025-2026 SCHOOL YEAR

ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

DATE: _____ STUDENT NAME: _____

RELATIONSHIP TO YOU: _____

PHONE NUMBER: _____

ADDRESS OF STUDENT: _____

A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM. PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY.

In consideration for my participation in West Forsyth High School's Band Program (Marching Band, Concert Band, Symphonic Band, Novice Band and Jazz Band) for the term of July 2025 to July 2026, I agree to the following terms for myself, or my child:

1. ASSUMPTION OF THE RISK: The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in West Forsyth High School's Band Program, or his or her child's voluntary participation in West Forsyth High School's Band Program, including, but not limited to, all on or off campus performances, competitions, parades, all school provided transportation, the risk involved with the activity itself, the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises or the unavailability of emergency care, those risk factors involved with the Band Program. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of West Forsyth High School.

2. RELEASE: The undersigned releases West Forsyth High School and all of its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in my voluntary participation in West Forsyth High School's Band Program or my child's voluntary participation in West Forsyth High School's Band Program, including, but not limited to, the use of cardiovascular and/or weight equipment, group fitness, physical sports, weight and cardiovascular training, and any other programs and services available at West Forsyth High School and/or activities occurring on or off campus, including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.

3. WAIVER: The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.

4. ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY. INDEMNITY AND DEFEND: The undersigned agrees to indemnify and defend West Forsyth High School and all

of its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned, the undersigned's child, or anyone else.

5. REPRESENTATIVES: The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

6. INSURANCE: The undersigned understands that West Forsyth High School does not carry insurance to cover any possible losses the undersigned and/or the undersigned's child may incur as a result of his or her voluntary participation in West Forsyth High School's Band Program or his or her child's voluntary participation in West Forsyth High School's Band Program. The undersigned, or the undersigned's child, is encouraged to have a medical physical exam and purchase health insurance prior to any and all participation.

7. MEDICAL CARE: I understand and agree that West Forsyth High School may not be able to provide medical personnel at all times. I hereby give my consent to have an athletic trainer, a fellow participant and/or student, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me (or my child) with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify West Forsyth High School from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon West Forsyth High School because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the released parties.

8. The protections provided by this Assumption of Risk, Waiver, and Release from liability only enhance those protections already provided by the laws of North Carolina.

9. SEVERABILITY: If any provision of this Contract is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Contract.

10. ACKNOWLEDGEMENT. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION IN West Forsyth HIGH SCHOOL'S BAND PROGRAM OR HIS OR HER CHILD'S PARTICIPATION IN West Forsyth HIGH SCHOOL'S BAND PROGRAM IS VOLUNTARY. PRINTED

NAME: _____ SIGNATURE: _____

DATE: _____ PRINTED NAME

OF STUDENT : _____