

**White Bear Lake Area Schools**  
**Release and Waiver of Liability Agreement**

I, \_\_\_\_\_, am the parent/guardian of \_\_\_\_\_, hereinafter referred to as "Child," a participant in the FLEX Summer Program ("the Program") administered by White Bear Lake Area Schools ("the District"). In consideration for the District permitting my Child to participate in the Program, I hereby understand, acknowledge and agree to the following:

The District does not supervise my Child during his or her transport to and from the FLEX Summer Program. I further understand and agree that the District assumes no responsibility for my Child while my Child is in transit to the Program whether walking, biking or taking any other transport.

**ASSUMPTION OF RISK.** I understand and am aware that there are potential dangers incidental to my Child's walking, biking or taking other transport to the FLEX Summer Program and that allowing my child to walk, bike or take other transport to the Program exposes my Child to the risk of personal injuries, property damage, or even death.

**I ASSUME FULL RESPONSIBILITY FOR MY CHILD'S TRANSPORTATION TO THE FLEX SUMMER PROGRAM. MY CHILD AND I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, THAT MAY RESULT FROM MY CHILD'S WALKING, BIKING OR TAKING ANY OTHER MODE OF TRANSPORTATION TO THE FLEX SUMMER PROGRAM, UNLESS THEY ARISE FROM THE DISTRICT'S GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

**RELEASE AND WAIVER OF LIABILITY.** In consideration for permitting my child to participate in the Program, on behalf of my Child, my personal representatives, heirs, executors, administrators, agents, and assigns, I HEREBY VOLUNTARILY FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the District, its Board, officers, directors, employees, agents, representatives, and volunteers, insurers, and attorneys, ("the Released Parties"), jointly and severally, from any and all liability, including any and all claims, demands, injuries, damages, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees and punitive damages), arising from any injury, property damage or death that I or my Child may suffer as a result of my Child's transportation to the Program, known or unknown, asserted or unasserted, REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASED PARTIES, UNLESS THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE ANY RELEASED PARTIE'S' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO DISTRICT PROPERTY.

This Agreement shall be governed by Minnesota law and shall be construed broadly to provide a release and waiver to the maximum extent permissible under Minnesota law. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby.

**I HAVE READ THIS AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I AM GIVING UP MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST THE DISTRICT. BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY ACCEPT THE TERMS STATED ABOVE.**

Child Name:

Parent/Guardian Name:

Parent/Guardian Signature:

Date: