

CAPTAIN'S PRACTICES EQUIPMENT USE RELEASE AND WAIVER OF LIABILITY

Independent School District 196 (the "school district") and the ISD 196 Nordic Ski Booster Club are releasing the following equipment for use by the student identified below for captain's practices:

- **Other: Nordic Skiing – Roller Skis**

In consideration of the release of the equipment, Student and, if Student is under 18 years old, Parent (or Guardian), acting on behalf of Student, (the "Undersigned") agree to the following:

- The equipment shall remain the property of the school district and shall be returned promptly to the Coach Abery and the school district before: 11/10/2025. The Undersigned will be held responsible if the equipment is not returned by the above date in its original condition taking into consideration typical wear.
- The equipment is being temporarily released solely for the student's personal use for captain's practices. Student will not use the equipment in any official or unofficial school district activity and will not permit others to use the equipment for any reason.
- The Undersigned hereby acknowledge and assume any and all risk of damage or injury (including serious physical injury or death) that may result or arise from the release of the equipment or its use by Student.
- The Undersigned hereby acknowledge and assume any and all risk of damage or injury (including serious physical injury or death) that may result participation in captain's practices.
- The Undersigned covenant not to sue or bring any action against the school district, each of its directors, administrators, employees, coaches, agents, sponsors, associated personnel, or any athlete, including team captains ("Releasees") relating to or arising from the release of the equipment, its use by Student, and/or participation in captain's practices. To the fullest extent allowed by law, the Undersigned hereby release and discharge each of the Releasees from any and all liability, demands, losses, claims or damages (including without limitation any injury, death, or damage to, loss or theft of property) relating to or arising from the release of the equipment or its use by Student, including any and all liability, demands, losses, claims or damages caused or alleged to be caused in whole or in part by the action or inaction of any of the Releasees in regards to the release of the equipment, and its use by Student while taking part in captain's practices prior to the start of the ski season. This Waiver releases claims based on ordinary negligence but does NOT release claims based upon gross negligence or willful or wanton misconduct.
- The Undersigned agree to indemnify, defend, and hold harmless each of the Releasees from all liability, loss, cost, claim or damage whatsoever resulting or arising from the release of the equipment, its use by Student, and student participation in captain's practices.
- The terms of this Release and Waiver of Liability shall apply to any heirs or representatives of the Undersigned and shall apply regardless of whether the Undersigned act collectively or in their individual capacities in any action.

Undersigned: By signing below, you agree to the above terms and conditions.

Parent:

Print

Signature

Student:

Print

Signature

Date: _____

Sport: Nordic Skiing

Student's School: _____