



WAIVER & CONSENT FORM

EXTRACURRICULAR ACTIVITIES

STUDENT USE OF PRIVATE TRANSPORTATION
DURING COVID-19 RESTRICTIONS

The undersigned (“we” or “us”) are the parent/guardian of the student identified at the end of this form (the “Student”), a student of the Fresno Unified School District (the “District”). The Student is a participant in extracurricular activities and will participate in group/organization events, practices, meets, and other events (individually or collectively, “Activities”).

We hereby give full permission for the Student to travel to and from Activities in whatever manner we or the Student arranges (“Non-District Transportation”). We understand that utilizing Non-District Transportation is a voluntary activity, involving a potentially higher risk of severe injury or death to the Student than is associated with using District transportation. We understand and agree that the District has no responsibility whatsoever regarding the Non-District Transportation to or from Activities, and we assume full responsibility for making, or allowing the Student to make, the arrangements for the Student’s transportation and for the Non-District Transportation itself. **We acknowledge that there are existing State of California laws regulating the operation of motor vehicles by minors.**

We further understand and agree that the District has no responsibility whatsoever for supervising the Student’s Non-District Transportation and/or activities after the Activities, including without limitation transportation departure. We understand and acknowledge that the District will not provide supervision after Activities. Supervision is provided by the activity leader or coach(es) only during the Activities, which is the period beginning at the official start of the Activities and ending immediately upon the official conclusion of the Activities. We understand that we are solely responsible for the Student after Activities.

For and in consideration of the District permitting the Student to use Non-District Transportation for Activities, we hereby waive, release, and warrant that we shall not bring any claim by lawsuit or otherwise, against the District, its Board of Education or its members, officers, employees, agents and volunteers directly or on behalf of the Student or any other person related to the Student’s use of Non-District Transportation. By signing below, the Student has joined in this agreement, commitment, waiver, release, and acceptance of responsibility. It is our express intent that this waiver and release shall bind us and members of our family, heirs, assigns, and personal representatives of us and the Student and shall be deemed as a release, waiver, discharge, and covenant not to sue the District.

We further understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the gathering of groups of people.

By signing this waiver, we acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Student and/or we may be exposed to, or become infected by, COVID-19, and/or other infectious diseases, as consequence of utilizing Non-District Transportation and that such exposure or infection may result in personal injury, including, but not limited to, illness, permanent disability and death.



We further agree to indemnify and hold harmless the District, its Board of Education and its members, officers, employees, agents and volunteers (the “Indemnitees”) from any claim, loss, or expense whatsoever, including without limitation reasonable attorneys’ fees, brought against or suffered by any of the Indemnitees due to any injury to property or person, including death, or loss suffered by the Student, us, or a third-party in connection with the Student’s use of Non-District Transportation, or as a result of the Student’s acts or omissions in connection with such Non-District Transportation, or arising out of a claim directly or indirectly related to such Non-District Transportation brought by any other person and arising out of the Student’s acts or omissions.

If any term, covenant, condition, or provision of this waiver, release, indemnity and hold harmless is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Parent/Guardian’s Name

Parent/Guardian Signature

Parent/Guardian’s email address:

Parent/Guardian’s Cell Number:

Home Address

City

Zip Code

Student’s Name

Student Signature

Student ID#

Student Date of Birth

Emergency Contact (1st) Name

Emergency Cell Number

Emergency Contact (2nd) Name

Emergency Cell Number