

RELEASE OF ALL CLAIMS & INDEMNITY AGREEMENT

We/I, _____ in consideration of being permitted to provide a personal football helmet for our student during their participation in Middle School Football with Albany County School District No. 1 (ACSD) schools, agree as follows:

1. We acknowledge we have voluntarily agreed to provide a helmet not out of necessity but of our own free will for our benefit.

2. We acknowledge that participation in Middle School football presents a risk of injury, paralysis or death, even under the safest of conditions. We understand that football has inherent risks, hazards and dangers, as well as risks, hazards and dangers from human error or negligence. In spite of these risks, hazards and dangers, we elect to participate in the Middle School Football with a personal football helmet. We further assume the risk of injury, paralysis or death.

3. We, for ourselves, our heirs, successors, personal representatives, assigns and subrogees do hereby knowingly and intentionally waive, release and discharge ACSD along with its employees, agents, servants, insurers, representatives, or affiliates from any and all claims, causes of action, liabilities, suits, expenses or damages of any kind or nature (hereinafter collectively referred to as Claim or Claims) whether direct or derivative which are related to, arise out of, or are in any way connected with our participation at ACSD or participation in ACSD activities, including human error or negligence of any kind or nature. We further agree to indemnify and hold harmless said ACSD and the other persons or entities referenced herein from any Claim by us or our family, estate, heirs, personal representatives, successors or assigns. We understand that our agreement to indemnify and hold harmless ACSD includes all expenses and costs, including attorney's fees.

4. We further agree to indemnify and hold harmless ACSD along with its employees, agents, servants, insurers, representatives, or affiliates from any and all Claims made whether in his/her own name or in the name of a personal representative, estate, guardian ad litem, legal guardian or any other person acting in a representative capacity for said student. We further waive, release and discharge ACSD and the other persons and entities listed in paragraph 3 above from any Claims we may have in the future which arise from any injury, paralysis or death to said student. We understand that our agreement to indemnify and hold harmless ACSD includes all expenses and costs, including attorney's fees.

5. We understand that if any part of this agreement is found to be unenforceable or invalid, the remainder shall remain in full force and effect.

WE CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE OF ALL CLAIMS & INDEMNITY AGREEMENT. WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT WE MAKE CERTAIN PROMISES AND WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.

Date

Signature

Date

Witness Signature