

**PERMISSION FORM AND WAIVER AND RELEASE OF LIABILITY  
AND CONSENT AGREEMENT**

1. It is understood that ice skating, as a component of physical education and as one of the recess activities available to students in third grade or higher, is a voluntary activity at Soldotna Elementary School that includes physical and mental activity. It is possible injuries will occur. Releasees defined in the paragraph below cannot know the abilities, physical and mental condition of participants. Participants are obligated to be aware and responsible for their own physical and mental limitations. It is understood that injury could result from the participants', releasees', or observers' acts or omissions. It is understood that ice skating involves inherent risks of personal injury, death and property damage. Parent or guardians, are solely responsible for determining if the parent/guardian's minor child/ward are physically fit and/or adequately skilled for ice skating activities.

2. Ice skating is intended to challenge and engage the physical, mental and emotional resources of the participant. There is a risk of serious injury, including but not limited to head injury, neck or back injury, wrist and ankle fractures and other orthopedic injuries to limbs and joints. It is impossible to foresee all injuries, hazards and dangers. The very nature of ice skating is risky including but not limited to slip and falls, colliding with other skaters of varying degrees of skill (including being struck from behind), tripping on irregular ice surfaces, cuts from skate blades, inadequate or defective equipment, ill fitting skates, failure in supervision or instruction, horseplay, carelessness, poor technique, poor condition, rule violations, striking a stationary object, premises conditions outside the rink, cold weather, participant fatigue, and all other risks inherent to the sport of ice skating. In this regard, it must be recognized that it is impossible for the releasees to guarantee safety.

3. By signing below, I voluntarily, on behalf of myself and my minor child/ward (collectively, referred herein as "Participant(s)"), HEREBY RELEASE, WAIVE, RELINQUISH, AND DISCHARGE Kenai Peninsula School District, and Kenai Peninsula Borough and their officers and employees, officials and volunteers; all for the purpose herein collectively referred to as "releasees," from all liability to the undersigned, including any personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and any claims or demands, for personal injury, property damage, or wrongful death, arising as a result of Participant(s) engaging in or receiving instructions in said activity, or activities, incidental to Participant(s) use of the ice skating rink at the school, wherever or however the same may occur and for whatever period said activities may continue, whether caused by the negligence of the releasees, or otherwise.

4. Parents and guardians may provide their own skates for their student's use. Any skates provided by releasees are "AS IS" and it is the responsibility of the parent or guardian if using skates provided by the releasees to inspect them prior to use by the participant. Helmets must be worn and provided by the parent or guardian and the parent or guardian is solely responsible for appropriateness and safety of the helmet.

**5. IT IS PARTICIPANT(S)' INTENTION BY THIS INSTRUMENT, TO EXEMPT, RELEASE AND HOLD ABSOLUTELY HARMLESS THE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH, CAUSED BY NEGLIGENCE THAT MAY OCCUR TO PARTICIPANT(S).**

**6. I AM ULTIMATELY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF MY MINOR CHILD/WARD AND BY SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT IF ANYONE IS HURT OR KILLED OR PROPERTY IS DAMAGED DURING PARTICIPATION IN ICE SKATING ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO A LAWSUIT OR CLAIM OF ANY TYPE AGAINST RELEASEES. I HAVE READ AND UNDERSTAND THE RELEASE AND AGREE TO BE BOUND BY ITS TERMS.**

Student Name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_