

FREMONT UNION HIGH SCHOOL DISTRICT

ADDENDUM: PARENTAL REFUSAL TO CONSENT TO PHYSICAL EXAMINATION OF STUDENT ENGAGING IN ATHLETICS AND WAIVER OF LIABILITY

Parent(s) and/or guardian(s) (hereinafter "Parents") understand and acknowledge that Article 3, Rule 306 of the California Interscholastic Federation's School Regulations require that "[a]n annual physical examination, or a statement by a medical practitioner, certifying that the student is physically fit to participate in athletics is required before a student may try out, practice or participate in interscholastic competition." Parents further understand and acknowledge that Rule 306, as well as Education Code section 49451, allow a parent to "file annually with the principal of the school ... a statement in writing, signed by the parent or guardian, stating that he will not consent to physical examination of his child."

Parents have provided a statement in writing to the District stating that they will not consent to the physical examination of their child ("Student"). Parents acknowledge that in so doing they voluntarily assume the risk that Student will engage in interscholastic athletic competition without having undergone a physical examination to determine whether Student is physically fit to participate in athletics. Parents, on their own behalf and on the behalf of Student, hereby voluntarily release, discharge, waive and relinquish any and all actions, claims or causes of action for personal injury, property damage or wrongful death occurring to Student as a result of engaging in or receiving instruction in interscholastic athletic competition or any activities incidental thereto. Such release and waiver shall apply irrespective of wherever or whenever such alleged injury or damage may occur. Parents acknowledge and agree that by refusing to allow student to submit to a physical examination before engaging in interscholastic athletic competition, they expressly have absolved the District of all responsibility for determining whether Student is fit to participate in athletic competition, and specifically agree to release, discharge, waive and relinquish any and all actions, claims or causes of action in any way relating to an alleged failure by the District to diagnose or detect any condition of Student that might have potentially placed him/her at the risk of physical injury if he/she participated in interscholastic athletic competition.

Parents hereby do, on their own behalf, and the behalf of Student, their respective heirs, executors, administrators and assigns, release, waive, discharge and relinquish any action, claim or causes of action which may hereafter arise for themselves and agree that under no circumstances will they or their respective heirs, executors, administrators and assigns prosecute, pursue, file or present any claim for personal injury, property damage or wrongful death against the Fremont Union High School District or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of said persons, or otherwise, arising out of or related to any injury that Student might sustain relating to his/her participation in, or receiving instruction in, athletic competition.

This waiver and release from liability is intended to supplement the "Voluntary Athletic/ Activity Waiver of Liability and Consent" and shall be construed in conjunction therewith to provide the District with full and complete indemnity against any and all potential liability for personal injury, property damage or wrongful death related to Student's participation in interscholastic athletic events or activities.

Parents have reviewed the terms of this agreement and understand it fully and agree to its terms and conditions voluntarily and knowingly. Parents either have consulted, or have had the opportunity to consult, an attorney with regard to the legal implications of entering this agreement, and enter this agreement of their own free will and accord.

[Parent/Guardian]

Date: _____

[Parent/Guardian]

Date: _____

Student's Name: _____

School: _____

School Year: _____