

RELEASE OF LIABILITY AND INDEMNITY

A. To the fullest extent allowed by Colorado law, as the parent or guardian of a minor child(ren), I agree, for myself and on behalf of the minor child(ren), to release and discharge DPS Personnel, and board members, principal, directors, officers and Activity sponsors, and all other persons associated with this Activity (individually referred to as, "Released Party" or, collectively referred to as "Released Parties") from any and all claims of injury, disability, death or other damage or loss which I or the minor child(ren) may suffer, arising out of, or in any way related to my minor child(ren)'s participation in the Activity.

B. To the fullest extent allowed by Colorado law, I understand that in signing this Consent and Release form, I and, on behalf of my minor child(ren), surrender all rights to make a claim or file a lawsuit against any Released Party, for personal injury, property damage, wrongful death or under any other legal theory, except in cases of intentional wrongs or the gross negligence of any Released Party.

A. To the fullest extent allowed by Colorado law, I agree to release and hold each Released Party harmless from any claim which may be brought by me on behalf of the minor child(ren), and any other person, including a member of my, or the minor child(ren)'s family, asserting a loss by reason of my, and my minor child(ren)'s injury or death, which may arise from or in any way relate to my child(ren)'s participation in the Activity.

OTHER PROVISIONS

On behalf of myself, [parent\legal guardian _____ and my child(ren), _____ and _____, I further agree as follows:

A. An adult representative of DPS is authorized to obtain or provide emergency hospitalization, surgical or other medical care for my child(ren). Any such third-party medical care provider is authorized to exchange pertinent medical information with the DPS representative and DPS. The actual costs associated with medical services, including evacuation or transportation shall be my responsibility as the parent or guardian of the minor child(ren) named above.

B. All matters between DPS, the child(ren) and/or his or her parents or legal guardian, shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Colorado, and any mediation or suit shall occur or be filed only in the State of Colorado. If I have any legal dispute with DPS, which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator. Nothing herein shall be construed as waiver of the state's statutory immunity granted to DPS, its employees, agents, and staff.

C. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

D. I further grant each Released Party the perpetual, irrevocable, worldwide and royalty-free rights to use my, and my child(ren)'s, voice, photograph, and likeness in any media related to my performance in or observation of the Activity including, without limitation, a videotape recording of my child(ren) without any compensation to, or approval or additional consent from, me, or my personal representatives, assigns, heirs, children, dependents, spouse and relatives.

THE CHILD(REN), THE PARENT(S) OR LEGAL GUARDIAN OF THE MINOR CHILD(REN)(S), HAVE HAD AN OPPORTUNITY TO READ THE ENTIRE AGREEMENT, AS A RESULT UNDERSTAND AND AGREE TO ITS TERMS, INCLUDING ALL ACKNOWLEDGEMENTS AND ASSUMPTIONS OF RISKS PROVISIONS, INCLUDING THE RELEASE OF LIABILITY AND INDEMNITY PROVISIONS, AS SET FORTH ABOVE. After careful consideration, I acknowledge by signing below that this Agreement is entered into voluntarily and is binding upon me and my child(ren)'s heirs, executors, administrators, wards and other family members. Its terms may be varied only by a written instrument signed by the parties.

Parent or Legal Guardian Signature

Date

Print Name

Acknowledgement of Risks, Assumption of Risks and Release and Indemnity Form
Denver Public School Physical Education Program

In consideration of the desire to participate, I, [name] _____ and as the parent(s)\legal guardian(s) of my minor child(ren), [name or names(s)] _____, _____, _____ agree and acknowledge as follows:

ACTIVITIES AND RISKS

A. A Denver Public Schools representative ("DPS") has provided me with sufficient information about the various physical education curricula Biking, Orienteering/Geocaching, Snowshoeing, Fishing, Archery, Inline Skating, Skateboarding. I have signed my child(ren) up to participate in scheduled for the Monday through Friday, 7:00 a.m. – 4:00 p.m., First Semester/Second Semester, 2014-2015

B. I acknowledge that the Activity may have risks, which cannot be entirely eliminated because of the nature of the Activity. I acknowledge that this Activity may result in loss of or damage to personal property, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that **DPS** does not want to frighten me or reduce my enthusiasm, but considers it important for me to know in advance what to expect and to be informed of the Activity's inherent risks.

C. I acknowledge the decisions of the **DPS** staff, instructors and volunteers will be made using their reasonable judgment and perception at the time of the Activity.

D. I acknowledge that (teacher name) _____ will assist/or lead the instruction about the specific Activity, which is\are as follows: 1) Biking 2) Orienteering/Geocaching 3) Snowshoeing, 4) Fishing 5) Archery 6) Inline skating and/or 7) Skateboarding will take reasonable precautions to insure a safe and educational environment exists for each Activity and that my child(ren) will receive instruction on the safety procedures and protocols of each Activity needed to perform and participate in each Activity as referenced above.

E. I acknowledge that if my child(ren) is\are involved in any non-school related activity that is not a **DPS** sponsored, or endorsed activity, **DPS** has no responsibility for any harm caused by participating in such an activity.

F. I acknowledge that my child(ren) have the required degree of understanding and knowledge to manage the risks that he\she\they may be exposed to by participating in this Activity.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

A. I understand that the risks described above are not all of the possible risks that may result in property loss, injury, illness or death, and acknowledge that my child(ren)'s participation comes with the risks identified by the school as well as inherent risks that may not be specifically identified because it is impossible to do so.

B. My child(ren)'s participation in this Activity is purely voluntary and no one is forcing me to have my child(ren) participate in spite of the risk and represent that me and my child(ren) are fully capable of participating in the Activity.

C. I assume and accept full responsibility for my child(ren), including all consequences of letting my child(ren) participate.

D. I, [parent\legal guardian] _____, after being made aware of the nature of the Activity and the risks involved, acknowledge as, the parent(s) or legal guardian(s) of the child(ren) named above, agree to all the terms and conditions set forth in this Consent and Release form provided to me by the school.

E. I acknowledge and expressly assume all risks associated with participating in the Activity to my child(ren), whether those risks are known, unknown, inherent or otherwise, except with respect to an injury or loss directly caused by intentional wrongs or gross negligence of the employee, instructor, agent or volunteer working on behalf of **DPS** ("DPS Personnel").

Thomas Jefferson High School

Dear Parents and Guardians of DPS Students,

We are pleased to announce that Denver Public Schools was awarded the Carol M. White Physical Education Program (PEP) grant for high school physical education. Funding will be used to assist DPS with initiating, expanding, or enhancing physical education and nutrition education programs.

Through this program it is expected that students will develop an appreciation for lifelong healthy nutrition and physical education habits, and make progress toward meeting the Colorado Comprehensive Health and Physical Education Standards.

Students will have an opportunity to experience Outdoor Adventure Education: Biking, Fishing, Snow Shoeing, and Orienteering/Geocaching. Student learning and physical activity performance will be measured by pre and post-testing utilizing Presidential Youth Fitness assessment. The assessment includes: curl-ups, 20-meter PACER, endurance run/walk, push-ups, sit and reach, student activity logs, Nutrition Education, and Movbands–Pedometers.

Movbands will be issued for student use for a week during the semester. The Movbands are valued at \$50 per watch. Loss of the Movband will be the responsibility of the student. Students are requested to take home a Movband to record their steps over five days as directed by the physical education teachers. Movbands are not water proof, should not be worn during athletic participation.

Please return the attached document giving consent and agreement to replace the Movband if lost or damaged.

STUDENT RESPONSIBILITY AND FINANCIAL OBLIGATION
MOV BAND PEDOMETER

Physical Education Teacher: _____

Period/Class: _____

Students Name: _____

Student ID# _____

Date Recieved: _____

MovBand # _____

Date Returned: _____

I agree to pay \$50 if Movband issued is lost or damaged.

Students Signature: _____ Date: _____

Parent Signature _____ Date: _____