STUDENT: ATHLETE WAIVER AND RELEASE

Participant's Name: _____ Grade Level: _____

Parent's Name: _____ Parent's Phone: _____

Parent's Email: _____ Current School Year: _____

Full Waiver and Release:
As a condition to my child's participation in the NEUSE CHARTER ATHLETIC PROGRAMS ("Athletics") for the current school year, I hereby release, waive, discharge and covenant not to sue Neuse Charter School, its Board of Directors, officers, servants, agents, employees, volunteers, and all governmental and public entities associated or the owners and operators of any sports facilities utilized for the Athletic Programs (the "Facilities") (hereafter collectively referred to as the "Released Parties") from any and all liability, claims, demands, and causes of action of any kind arising out of or relating to any loss, damage or injury, including death, that may be sustained by my child or me, or to any property belonging to me, whether caused by the negligence of the Released Parties or otherwise, while my child participates in Athletics, or while in, on, or at the Facilities, while in transit to or from the Facilities, or in any place or places connected with Athletics.

I am fully aware that there are risks and hazards connected with my child's participation in Athletics, including risks and hazards that may be unknown to me, and I hereby elect to allow my child to participate in Athletics, to enter the Facilities and engage in practices and games knowing that these activities involve a level of risk. I voluntarily assume full responsibility for any loss, property damage or personal injury, including death, that may be sustained by my child or me, or any loss or damage to property owned by me, as a result of allowing my child to participate in Athletics, whether caused by the negligence of the Released Parties or otherwise.

I further hereby agree to indemnify and hold harmless the Released Parties and each of them, from any loss, liability, damage or costs, including but not limited to attorney's fees and any judgment, that the Released Parties may incur if my child or any other family member attempts to or does file a lawsuit against one or more of the Released Parties as a result of any personal injury or property damage or loss suffered as a result of my child's participation in Athletics.

Transportation Waiver and Release:
I understand that my execution of this Waiver and Release is a prerequisite for transportation by anyone other than the parents/guardians in conjunction with any NCS related event to include taking a student-athlete home if circumstances require. I further understand that there are risks and dangers inherent in driving.

I understand that in order to be transported by anyone other than a player's own parent/guardian, there is agreement to assume all risks and to release and hold harmless the Released Parties.

I intend, by the Waiver and Release, to release, in advance, and to waive my rights and to indemnify, defend, and hold harmless the Released Parties with respect to any cost, expense, liability or damage, including reasonable attorneys' fees and expenses related to the investigation or defense of any claims resulting from the activities necessary to transport NCS student-athletes.

Waiver and Release Document Understanding:
Should any portion of this Waiver and Release be judicially determined invalid, voidable, or unenforceable for any reason, such portion of this Waiver and Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of the Waiver and Release.

I have carefully read this Waiver and Release and fully understand its contents. As parents or legal guardians, we have completely reviewed this Waiver and Release, understand and consent to its terms, and authorize transportation accordingly. I am aware that this is a RELEASE OF LIABILITY and a contract between me and the person and entities mentioned above and I sign of my own free will.

In signing this release, I acknowledge and represent that 1) I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; 2) No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; and 3) I am at least eighteen (18) years of age and fully competent.

_____ _____

Signature of Athlete Date Signature of Parent Date