



NVUSD  
NAPA VALLEY UNIFIED SCHOOL DISTRICT

## NAPA VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR TEAM PARTICIPATION

[Including Waivers and Releases of Potential Claims]

This Agreement, and the Additional Required Forms listed below, must be signed and returned to the School Office before a Student can participate in any Team Activities. Each Team on which the Student hopes to participate must be listed below. If not listed below, a separate Participation Agreement will be required at a later date before participation can occur.

**Additional Required Forms – Concussion, Heat Safety, and Opioid Information Forms & Sports Physical Examination Form**

Student:	Address:
Grade:	DOB:
School:	Telephone:
Team(s):	

In consideration of the Student’s ability to participate on a Team [including any Sport, Cheerleading, Dance, or Marching Band], including try-outs, practices, pre-season or seasonal strength or training sessions or training camps, or actual participation in Team events, shows, performances, or competitions, or the traveling to or from any of these activities (“Team Activities”), the Student and Parent/Legal Guardian (“Adult”) signing this Agreement agree as follows:

1. It is a privilege, not a right, to participate in extra-curricular activities, including Team Activities. The privilege may be revoked at any time, for any reason that does not violate Federal or State law or Napa Valley Unified School District (“District”) policies or procedures. There is no guarantee that the Student will make a Team, remain on a Team, or actively participate in Team events, shows, performances, or competitions. Such determinations shall remain exclusively within the judgment and discretion of the supervising District employee or volunteer coach.

2. The Student and the Adult understand the nature of the Team, including the inherent or potential risks of Team Activities. The Student is in sufficiently good health and physical condition to participate in Team Activities, and voluntarily wishes to participate in Team Activities. Before participating in any Team Activity, a properly executed Sports Physical Examination Form and Concussion Head Injury Sheet shall be submitted to the school office (valid for one academic year, Fall/Winter/Spring Activities).

3. The Student shall comply with the instruction and directions of Team Activity teachers, coaches, supervisors, chaperones, and instructors. During the Student’s participation in Team Activities, as well as academic and/or other school activities, the Student shall comply with all applicable Codes of Conduct. The Student shall also conduct himself/herself at all times in keeping with the highest moral and ethical standards so as to reflect positively on himself/herself, the Team and the District. Failure to meet these obligations may, in the discretion of the District, result in removal from the Team and/or Team Activities. Should the Student’s violation of these obligations result in bodily injury or property damage, the Adult agrees to (a) pay to restore or replace the damaged property, (b) pay for bodily injury damages to an individual, and (c) defend, protect and hold the District harmless from such claims.

4. Team Activities contain risks of harm or injury or illness that may lead to permanent or serious physical injury to the Student, including paralysis, brain injury, or death (“Injuries”). Injuries or illness might arise from the Student’s actions or inactions, actions or inactions of another Student or participant in a Team Activity, and/or the actual or alleged failure by District employees, agents or volunteers to adequately coach, train, instruct, or supervise Team Activities. Injuries or illness might also arise from an actual or alleged failure to properly maintain, clean, disinfect, use, repair, or replace physical facilities or equipment available for Team Activities, or the undiagnosed, improperly diagnosed, untreated, improperly treated, or untimely treated actual or potential physical condition or Injury or illness, whether or not caused by or related to the Student’s participation in Team Activities. The District cannot guarantee that students who participate in Team Activities will not become infected with the novel coronavirus, COVID-19. The Student and Adult understand that given the contagious nature of COVID-19, participating in Team Activities could increase the risk of contracting COVID-19 and such exposure or infection may result in personal injury, illness, permanent disability and death. All such risks are deemed inherent to the Student’s participation in Team Activities. **Therefore, to the fullest extent allowed by law, the Student and Adult fully assume all such risks and waive and release any potential future claim that might in any manner arise from participation in Team Activities against the District and any Board Member, employee, agent, or volunteer of the District (“Released Parties”),** including any claim that that might have been brought by any parent, administrator, executor, trustee, guardian, assignee or family member arising in some manner from a Student’s actual Injury or illness. The Student and Adult further understand that Team Activities and transportation to and/or from Team Activities are “field trips” for which there is immunity from liability pursuant to Education Code Section 35330.

5. If the Student believes that an unsafe condition or circumstance exists, or otherwise feels or believes that continued participation in a Team Activity might present a risk of Injury or illness, the Student will immediately discontinue further participation in the Team Activity, notify School personnel of the Student’s belief (preferably the head coach or site principal), and notify an Adult of the Student’s belief. An Adult aware of such a concern shall direct that the Student not participate in a Team Activity until the unsafe condition or circumstance is addressed and remedied to their satisfaction.

6. The Student's current Emergency medical and contact information is on file with the District and, along with the Sports Physical Form, accurately represents the Student's current known or suspected health and physical status. The Student and/or Adult agrees to provide updated health or medical information during the course of the Student's participation in Team Activities.

7. **If an injury or medical emergency occurs during Team Activities, District employees, agents or volunteers have my express permission to administer, or to authorize the administration of, urgent or emergency care, including the transportation of the Student to an urgent care or emergency care provider, as well as take any other action they believe at that time to be reasonable or necessary for the health or well-being of the Student.** In urgent or emergency care situations, notice to an Adult or Emergency Contact may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct any and all diagnostic, anesthetic, and/or medical care or treatment procedures (including surgery) they may deem reasonable or necessary under the circumstances. All costs and expenses associated with such care are solely my responsibility. **Note: these authorizations may only be avoided by the filing of a current Objection to Medical Care (Education 49407), based on personally held religious beliefs, with the District.**

8. Pursuant to Education Code Section 32221.5, school districts must ensure that Students participating on school athletic teams have accidental injury insurance that covers medical and hospital expenses. Education Code Section 32221 requires that such insurance cover medical and hospital expenses as follows: (a) a group or individual medical plan with accident benefits of at least \$200 for each occurrence, and major medical coverage of at least \$10,000, with no more than \$100 deductible and no less than 80% payable for each occurrence; (b) group or individual medical plans which are certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500; or (c) at least \$1,500 for all such medical and hospital expenses. You may meet this obligation by either:

**Option 1: Private Medical Insurance and/or Medi-Cal.** If this option is selected, please provide: (i) Provider Name \_\_\_\_\_, (ii) Policy/Identifying number \_\_\_\_\_, and (iii) coverage dates and/or "continuous" \_\_\_\_\_. The Adult agrees that the Student is covered, and will remain covered, during the length of the Team season and that coverage exists in the amounts required by Section 32221.

**Option 2 District-Provided Insurance:** If this option is selected, the Student and/or Adult agree to purchase insurance meeting the requirements of Section 32221, for the period during which the Student is participating on the Team, through a coverage provider made available through the District [please contact the District to gain additional information regarding this program]. If you are financially unable to pay for such insurance, a payment waiver can be submitted [forms seeking this waiver are also available from the District] and, if no other alternate funding is available through private or charitable organizations, the District will obtain financing for, or provide, the required coverage.

9. Employees, agents or volunteers of the District, members of the press or media, or other persons who may attend or participate in Team Activities, may photograph, videotape, or take statements from the Student. Such photographs, videotapes, recordings, or written statements may be published or reproduced in a manner showing the Student's name, face, likeness, voice, thoughts, beliefs, or appearance to third parties, including, without limitation, webcasts, television, motion pictures, films, newspapers, yearbooks, and magazines. Such published or reproduced items, whether or not for a profit, may be used for security, training, advertising, news, publicity, promotional, informational, or any other lawful purpose. We authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

10. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against the Released Parties solely on the basis that this Agreement was drafted by the District. If any part of this Agreement is deemed invalid or ineffective, all other provisions shall remain in force. No oral modification of this Agreement, or alleged change or modification of its terms by subsequent conduct or oral statement, is allowed. This Agreement contains the sole and exclusive understanding of the parties, with no other representation relied upon by the Adult or Student in determining whether to execute this Agreement or in agreeing to participate in Team Activities.

**AS THE ADULT (AND/OR STUDENT WHO IS 18 YEARS OF AGE OR OLDER) SIGNING BELOW: (1) I AM GIVING UP SUBSTANTIAL ACTUAL OR POTENTIAL RIGHTS IN ORDER TO ALLOW THE STUDENT (ME) TO PARTICIPATE IN TEAM ACTIVITIES; (2) I HAVE SIGNED THIS AGREEMENT WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY KIND, AND WITH FULL APPRECIATION OF THE RISKS INHERENT IN TEAM ACTIVITIES; (3) I HAVE NO QUESTION REGARDING THE SCOPE OR INTENT OF THIS AGREEMENT; (4) I HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (5) IF THE STUDENT IS A MINOR, I HAVE EXPLAINED THIS AGREEMENT TO THE STUDENT, WHO UNDERSTANDS HIS/HER OBLIGATIONS.**

\_\_\_\_\_  
Printed Name - Parent/Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

As the Student, I understand and agree to all of obligations placed on me by this Agreement.

\_\_\_\_\_  
Printed Name - Student

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date