



Damien Memorial School

STUDENT PARTICIPATION AND PARENT/LEGAL GUARDIAN CONSENT, RELEASE, AND ASSUMPTION OF RISK FORM

This consent, release, and assumption of risk agreement is made and entered into by and between _____ (minor student) born _____ (birthdate), and _____ (Parent/Legal Guardian of Minor) and Damien Memorial School on _____ (date) **OR**

This consent, release, and assumption of risk agreement is made and entered into by and between _____ (Adult Student (i.e. Adult student is 18 years old or older at the time of this agreement) born _____ (birthdate), and Damien Memorial School on _____ (date)

WITNESSETH

Whereas _____ (student) is a minor or an adult student (hereafter referred to as "student") attending _____ (school)

Whereas student is a member of the school's interscholastic athletic team; _____ (sport)

Whereas we, the student & parent/legal guardian, understand that competition in interscholastic athletics activities is entirely voluntary on our part. We fully understand that we must comply with the rules and regulations of Damien, League, and the Hawaii High School Athletic Association (HHSAA);

Whereas, student has been evaluated by the athletic staff of the school as well as by student's physician or therapist and has been informed of the risks associated with his/her participation in interscholastic athletic competition;

Whereas, student and parent/legal guardian have been apprised that no protective equipment can prevent head, neck, brain, or other bodily injury that may result from athletic competition;

Whereas, student and parent/legal guardian acknowledge that equipment such as football helmets must not be used to butt, spear or ram opposing players and to do so is a violation of the rules of the game and can result in serious injury to self and others; and,

Whereas, student and parent/legal guardian, after having been informed of the risks to student, affirm that student has had full disclosure of the risks involved explained to student by Damien, understand the risks, and agree to assume those risks as their own and make this decision as their own free will and not by coercion or influence from anyone.

NOW, THEREFORE, based upon the above understanding, student, for himself/herself, his/her heirs, executors, administrators and assigns, and, _____ (parent/legal guardian) as parent/legal guardian of student, hereby acknowledge that they have been

apprised of the risks inherent in student's participation in interscholastic athletic competition, which could result in serious bodily injury and even death, and hereby consent to the participation of student in such athletic activity and competition, agree to assume these risks as their own and hereby release Damien Memorial School, its officials and agents of any and all claims and liabilities whatsoever

from or by reason of any athletic injury to student, while participating as a member of the _____ (sport) interscholastic Sport athletic team in sports activities that are sanctioned by the HHSAA, including travel.

WHEREAS, student and parent/legal guardian understand that the Damien Memorial strongly recommends that the student have medical/health insurance coverage prior to participating in interscholastic sports activities and further understand that all insurance and medical costs related to any injury are the sole responsibility of the parent/legal guardian. The Damien Memorial will NOT assume and is NOT responsible for any of these costs.

The student and parent/legal guardian further consent to allow the student to travel as a team member in local, interisland and out-of-state athletic events. The student and parent/legal guardian further authorize the school officials through a certified athletic trainer (ATC), qualified coach/staff, or a physician as may be determined by school officials, to provide any emergency care and/or follow-up medical treatment that may be deemed by school officials to be necessary for the student in the course of such athletic practice, competition or travel.

The student and parent/legal guardian further consent and authorize the school's ATC to provide appropriate therapeutic modalities in order to return student to athletic competition, such care to be conducted under the direction of a physician.

The student and parent/legal guardian further consent and authorize the school's ATC to administer baseline and/or post injury concussion management assessment in order to manage a concussion or suspected head trauma, such care to be conducted under the direction of a physician.

The student and parent/legal guardian hereby consent to the release of medical information by the physician to the school for purposes of allowing the school to obtain information regarding the medical history, records of injury or surgery, serious illness, and rehabilitation results of the student from his/her physician(s). We understand that the purpose of this request for medical information is to assist the school in the management or rehabilitation of an injury/illness. This information is normally confidential and except as provided in this release will not be otherwise released by the parties in charge of the information. This release shall remain valid until revoked by the adult student or parent/legal guardian in writing.

The student and parent/legal guardian expressly agree that this assumption of risk and release agreement is intended to be as broad and inclusive in favor of Damien as permitted by the laws of the State of Hawaii and that if any provision herein is held to be invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full force and effect.

The parties understand and agree that this agreement is made with full knowledge of the facts and legal implications of entering into such an agreement and they further agree that this agreement contains the entire agreement between the parties, hereto, and that the terms of this agreement are contractual and not mere recitals.

The laws of the State of Hawaii shall control this agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement, effective the date first indicated in this agreement.

_____ Student's Signature

_____ Adult Student's Signature

_____ Parent/Legal Guardian's Signature

EMERGENCY INFORMATION:

Student's Name _____

Home Telephone _____

Father/Legal Guardian's Name _____ Cell. Phone _____

Mother/Legal Guardian's Name _____ Cell. Phone _____

Medical Condition (allergies, prescription medicine, etc.) school should know about my child

Health and/or Insurance Carrier _____ Policy # _____

When the listed student becomes ill or incurs an injury during a school-sponsored activity and I am unable to be contacted, the school authorities have my permission to contact and release the student to the custody of any of the following persons:

Name Relationship Home Telephone Business Telephone

Family Physician _____ Phone _____ Preferred Hospital/Clinic _____

To ensure prompt attention to your child, PLEASE NOTIFY THE SCHOOL ATHLETIC DEPT. OF ANY CHANGE IN PHONE NUMBERS OR ADDRESS.

Signature of Parent/Legal Guardian or Adult Student _____ Date _____