



# Rosemead High School

## Rosemead Cross Country Invitational 9-13-25

### WAIVER

I fully understand that my participation in the Rosemead Invitational ("EMUHSD District") on September 13, 2025 at Rosemead High School may expose me to the risk of personal injury, death, or property damage. In consideration of being permitted to participate in the Activity and to use any District facilities and/or equipment in connection with the Activity, I agree to the following:

1. I hereby assume full responsibility for and risk of bodily injury, death, or property damage while upon District property or participating in the Activity or using any District facilities and equipment.
2. I hereby release, discharge, covenant and agree not to sue the El Monte Union High School District and its respective employees, officials, officers, agents, and representatives (collectively, "Releasees") from any and all liability to me, my personal representatives, assigns, heirs and next of kin for any and all losses and damages and any claim or demands therefore on account of injury to my person or property, including any injury resulting in my death, arising out of, or in connection with, my participation in the Activity and/or the use of any District facility in connection with the Activity from whatever cause, including the intentional acts or omissions and active or passive negligence of the Releasees or any other participant(s) in the Activity or otherwise.
3. I hereby agree to indemnify, save and hold harmless the Releasees and each of them from any and all losses, liabilities, claims, demands, causes of action, costs, expenses and attorneys' fees of any kind and nature whatsoever arising out of or resulting from my participation or involvement in the Activity and/or the use of any District facility or equipment in connection with the Activity whether caused by any negligent or intentional act or omission of the Releasees or otherwise.
4. I acknowledge and understand that the Activity is educational, recreational, or self-directed in nature and I hereby assume full responsibility for my choices to use or apply, at my own risk, any portion of the information or instruction I receive before or during the Activity. I agree and acknowledge that I may stop or delay my participation in the Activity or any portion thereof if I so desire. I further agree and acknowledge that neither the District nor any of the Releasees are responsible for supervising me or any other participant or observer of the Activity. I agree and acknowledge that, in the event the District, in its sole discretion, determines that my participation in the Activity, presence on District property, or use of any District facilities or equipment violates any state or federal law or District policy or regulation, I may be asked to cease such participation, presence, or use, and that I will do so immediately upon request of any District representative.

I expressly agree that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full legal force and effect. I have carefully read the foregoing Agreement and fully understand its contents and legal consequences, including that it prevents me from suing the Releasees, including the District or its employees, agents or officers, if I am injured or damaged for any reason as a result of participation in the Activity.

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Signature