

Privately Purchased Athletic Helmets Waiver and Release

By signing below the parent/guardian requesting permission to personally purchase an athletic helmet for a Community Unit School District 300 athlete agrees with the following conditions/requirements:

1. The helmet must meet all District 300 and IHSA requirements prior to use.
2. The helmet must be certified yearly.
3. The helmet must be the same color as the teams existing helmets.

The undersigned parent/guardian also agrees as follows:

No personnel from District 300 has in any way influenced this decision, or the determination of what type of helmet to purchase. The parent/guardian takes full responsibility for this decision.

Should the privately purchased helmet be damaged or rendered unusable during Camps, Practices, Games or Recertification, it will be solely the parent's/guardian's responsibility to repair or replace the helmet, or avail themselves to the use of the school's helmets, without regard to style or manufacturer. Parent/guardian understands that District 300 may add a decal to the helmet. District 300 shall not be responsible for the removal of the decal or any damage to the helmet caused by the decal or its removal.

Upon purchase of the helmet, if there is no serial number on the helmet, it will be the parent's/guardian's responsibility to add a distinguishing method of identification to the helmet, which can withstand the recertification process without adversely impacting the protective integrity of the helmet. Should this identification be lost during recertification, it will be the parent/guardian's responsibility to replace the helmet unless it agrees to allow the student to use a District 300 issued helmet.

The parent/guardian assumes the full risk of any injuries, including death, damages, or losses which the student may sustain due to use of the helmet.

The parent/guardian will indemnify, hold harmless, release, and defend District 300, including its Board members, employees, and agents from all claims, liabilities, or costs (including attorneys' fees) resulting from injuries, including death, or damages to property, sustained by the parent/guardian or the student and arising out of, connected with, or in any way associated with the student's use of the helmet.

It is the express intent of the parent/guardian that this waiver and release shall bind the parent's/guardian's spouse and the members of the student's and parent's/guardian's, family, heirs, assigns, and personal representatives.

If any term, covenant, condition, or provision of this waiver and release is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I have read and fully understand the above waiver and release of all claims.

PARENT NAME (printed): _____

PARENT SIGNATURE: _____ **DATE:** _____