

Athletics Participation and Pre-Participation Head Injury/Concussion Reporting Form

Fall Athletics, 2018



The Parent(s)/Guardian(s) must fill in all blanks. Please print clearly.

Athlete's Name: _____ **Date of Birth:** _____

Notre Dame Academy, Inc. (the "Academy") believes that education and development extend beyond the classroom, and participation in athletic activities is an important part of a student's educational experience. You have voluntarily enrolled the above named child (the "Student") in the Academy and acknowledge and agree that the Student's participation in physical education, interscholastic organized sports and athletic activities provided or sponsored by the Academy is a privilege, and not a right guaranteed by any agreement between you, the Student, and the Academy.

Therefore, the Student will not be permitted to participate in any physical education, interscholastic organized sports and athletic activities provided or sponsored by the Academy unless this form (the "Form") is completed and signed and initialed, where indicated, by the parents and/or legal guardians of the student wishing to participate in any Athletics.

A group meeting will be held on **Wednesday, August 29, 2018** where **2018 Fall Athletics** and the related risks will be discussed and explained. The meeting will be run by Athletic Director, Kristen McGill and the Notre Dame coaching staff. You will have an opportunity to have all your questions answered.

In completing this Form, you understand that the risks include a full range of injuries, from minor to severe. You realize that neither any protective equipment and/or padding used in the sport, the safety rules and procedures of the sport, the coaching instruction received, nor the sports medicine care provided to athletes will guarantee safety or prevent all injuries the Student might sustain. You agree to accept these risks as a condition of the Student's participation in this program. You knowingly and freely assume all risks, both known and unknown, associated with the Athletics Program, as defined below.

I. PARENTAL PERMISSION AND CONSENT TO PARTICIPATE

In consideration of the Student's participation in Athletics and the Athletics Program (as hereinafter defined), I, the undersigned, acknowledge, understand, and agree as follows:

1. The Student has my permission to participate fully in any physical education, interscholastic organized sports and athletic activities provided or sponsored by the Academy (collectively referred to as "Athletics");
2. The Student has my permission to participate in pre-season practices and post-season activities associated with Athletics;
3. The Student has my permission to be transported, by means of transportation selected by the Academy, to activities associated with Athletics, including but not limited to, transportation by plane, bus, boat, train, and/or private vehicle; and
4. The Student has my permission to stay in accommodations selected by the Academy, when participating in Athletics involves training or competing off of the Academy's campus and requires an overnight stay.
5. During the **2018 Fall Athletics** Season, the Student wishes to participate in the following Notre Dame Academy Sport: _____
Parents'/Guardians' Initials: _____ Parents'/Guardians' Initials: _____
Student's Initials: _____

All of the activities described above in Sections 1-5 are collectively referred to herein as the "Athletics Program."

6. If I have any concerns regarding the Student's physical or mental health that could affect the Student's ability to safely participate in the Athletics Program, I will bring all such concerns to the attention of the School's Director of Athletics prior to the Student participating in the Athletics Program.
7. I represent and warrant that I have enrolled the Student in any and all insurance, including, but not limited to, health care, accident, travel and personal property insurance that I believe, in my sole judgment, is necessary to protect the Student and the Student's interests while participating in the Athletics Program.
8. I recognize and acknowledge that there are risks associated with the Student's participation in the Athletics Program and the possibility of additional risks of which neither the Academy nor I may be aware.

II. RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, ASSUMPTION OF RISK

In consideration of the Student being allowed to participate in the Athletics Program, I, the undersigned, expressly acknowledge, understand, and agree to the following:

1. **RELEASE:** I agree, on my own behalf and that of the Student, to forever release, acquit, discharge and covenant to hold harmless the Academy, its trustees, employees, volunteers, representatives, and agents, as well as the trustees, employees, volunteers, representatives, and agents of any other educational institution at whose facilities the Student participates in the Athletics Program (the "Releasees") from any and all claims, suits, liabilities, actions and causes of action, including but not limited to, claims of negligence on the part of the Releasees, which I or the Student, our heirs, legal representatives, successors, conservators and assigns, may have, now or in the future, which arise directly or indirectly out of the Student's participation in the Athletics Program.
2. **INDEMNIFICATION:** I hereby agree, on my own behalf and on behalf of the Student, to indemnify the Releasees from and against any and all claims, suits, actions and causes of action, including but not limited to, claims of negligence, and any other liabilities, including attorneys' fees, by any person resulting directly or indirectly from the Student's participation in the Athletics Program, including, but not limited to, injury of any person caused by me or the Student or for damage to or destruction of any property caused by me or my child.
3. **COVENANT NOT TO SUE:** I hereby covenant, on my own behalf and on behalf of the Student, not to sue the Releasees for any claim covered under Section II, Paragraph 1 (the "Release"). I represent that I have not asserted in any forum any claim described in the Release. I further agree that I will not assert in any forum any of the claims described in the Release. I acknowledge and agree that the Academy is entitled to recover reasonable costs and attorneys' fees incurred in the enforcement of this provision. Notwithstanding the generality of this Covenant Not to Sue, the above Release and waiver of claims applies to the fullest extent permitted by law. This provision is not intended to, and does not, govern any claims that cannot be released by private agreement.
4. **ASSUMPTION OF RISK:** I fully understand that the Student's participation in the Athletics Program involves risks and danger of serious bodily injury, including, but not limited to, permanent disability, concussions, paralysis and even death. While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury still remain. I knowingly and freely assume all risks, both known and unknown, associated with the Athletics Program, including, but not limited to, bodily injuries and damage and loss of property, for myself and the Student. I further acknowledge and agree that the Student may be unsupervised from time to time during the Student's participation in the Athletics Program.
5. **WAIVER:** To the extent any claim is made by any person or entity against any of the Releasees in connection with the Student's participation in any Athletics Program, I hereby waive, on behalf of myself and the Student, any claim for or right to monetary damages or any other form of personal relief. The release, assumption of risk and indemnity provisions contained above include any property or personal loss or damage, or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence) of Releasees.

III. MEDICAL RELEASE, TREATMENT AUTHORIZATION, AND MEDICAL INFORMATION

I agree, on behalf of myself and the Student, to assume all risks of participation in the Athletics Program associated with any medical needs or conditions of the Student, as indicated below and/or otherwise communicated to the Academy per Section I, paragraph 5 above. I certify that the information that I have provided is true, complete and correct.

I certify that I am solely responsible for making any appropriate arrangements regarding any medical needs or conditions of the Student. I agree, on behalf of myself and the Student, to forever release, acquit, discharge and covenant to hold harmless the Releasees for any claim arising from the Student’s participation in the Athletics Program related to any medical need or condition of the Student.

In the event of an accident or other emergency, I understand that the Academy or its employees or representatives will, to the extent reasonably possible, consult with me concerning any medical care to be provided to the Student. Absent my direct instructions, I hereby authorize the Director of Athletics (or the Director of Athletics’ designee) to permit commencement of medical treatment or hospital care (including necessary transportation) when, in the judgment of the medical personnel involved, such treatment is medically necessary, even if I have not yet been consulted. In authorizing such emergency treatment, I agree to accept the determination of the treating medical personnel that the treatment or care rendered was medically necessary to protect the life, health or mental well-being of the Student. I hereby agree to bear all costs incurred as a result of the foregoing.

** I also realize that the Student's condition:

Please describe condition - see NOTE described below.

Enter N/A if the Student does not have any health condition that would be of concern or caution while playing this sport.

See NOTE below:

**NOTE: For athletes with pre-existing conditions that increase risk of injury/illness. These conditions might include, but are not limited to, asthma, orthopedic problems, allergies, or other ongoing health issues. If this section does not apply to the Student, simply write “not applicable” in the first space provided.

This condition creates additional risk, and I am strongly encouraged to discuss these risks with the athletic director, trainer and appropriate coaches to ascertain the additional special risks relative to the Student.

IV. PRE-PARTICIPATION HEAD INJURY/CONCUSSION REPORTING

As a condition of eligibility for the Athletics Program, and in accordance with Massachusetts law, please complete the following questions relative to the Student’s head injury/concussion history.

Has the Student ever experienced a traumatic head injury (a blow to the head)?
Yes No

If yes, when did this head injury happen? Dates (month/year):

Has the Student ever received medical attention for a head injury?
Yes No

If yes, please include date of medical attention due to head injury:

Please describe the circumstances:

Was the Student ever diagnosed with a concussion?

Yes No

If yes, when was the concussion diagnosed? Dates (month/year):

What was the duration of symptoms (headache, difficulty concentrating, and fatigue) for the Student's most recent concussion?

Concussion Acknowledgement

By checking this box, I acknowledge that I have read, understand and disclosed any relevant concussion/head trauma information regarding the Student.

Concussion Disclosure Acknowledgement

To further concussion awareness the Commonwealth of MA has passed a law now **requiring parents and athletes to receive and review designated concussion education materials**. We provide the following link to access the materials needed to be in compliance with this new state law. <https://nfhslearn.com/courses/61064/concussion-in-sports>

IV. INFORMATION ACKNOWLEDGEMENT

I acknowledge that, as a prerequisite to participation, all of the Student's emergency contact AND health information is accurate, up to date and on file with the school nurse. It is my responsibility to notify NDA of any emergency contact changes or updated physicals.

I understand these concerns and agree to follow all directions and recommendations of my physicians while in this program. I also agree to accept these additional risks as a part of the Student's participation in the program. I have sufficient insurance coverage for any injuries occurring to my child participating in the Notre Dame Academy athletic programs, or for personal reasons I do not need the school insurance to cover any costs and/or damages in case of injury. I understand that I cannot hold the Academy liable for any costs that may incur to the Student as a result of her participation in the athletic programs.

Additionally, I acknowledge my responsibility to abide by all the rules and policies contained in the NDA Athletic Handbook as a prerequisite for participation on an NDA athletic team.

All parent/guardian signatures are required. If this Form is executed by only one parent or guardian, that individual, by signing below, certifies that he or she has sole legal custody of the Student.

By checking this box, the Undersigned acknowledge they have read the entirety of this Form and have satisfied themselves that they understand what it means. The Undersigned hereby expressly agree that the provisions contained in this Form are intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts and that if any portion hereof is held invalid or unenforceable, agree that the balance shall continue in full legal force and effect.

The Undersigned further acknowledge that they have read this Form and understand and accept all of its terms and conditions.

Signature of Parent/Legal Guardian #1: _____

Print Full Name: _____ Date: _____

Signature of Parent/Legal Guardian #2: _____

Print Full Name: _____ Date: _____

Signature of Student If 18 Or Older: _____

Print Full Name: _____ Date: _____

STUDENT ACKNOWLEDGMENT (To Be Signed by Students of All Ages)

By signing this Form, I acknowledge that I understand the seriousness of the risks associated with my participation in the Athletics Program and that there may be additional risks of which neither I nor my parents or legal guardians may be aware. I acknowledge that the information provided in Section IV of this Form, Pre-Participation Head Injury/Concussion Reporting Form is true, complete and accurate. I have voluntarily enrolled at the Academy, participate voluntarily in the Athletics Program, and accept all risks involved with my participation. I agree to fully comply with all applicable laws, rules and regulations while participating in the Athletics Program. I understand that my conduct (or misconduct) in the Athletics Program may serve as the basis for disciplinary action or expulsion from the Academy. By signing this Form, I acknowledge that I have read and understand what I am signing, and I am agreeing to all of the provisions to which my parents/legal guardians have agreed above.

Signature of Student: _____

Print Full Name: _____ Date: _____

DO NOT SIGN THIS FORM IF YOU HAVE ANY QUESTIONS OR CONCERNS! ASK FOR CLARIFICATION.