

Muir-CLIP ASEP Waiver

I am signing this agreement electronically. I agree my electronic signature is the legal equivalent of my manual signature on this agreement. By signing electronically, I consent to be legally bound by these terms and conditions. By signing electronically, I HEREBY CERTIFY that I am the parent and/or legal guardian of the participant listed above and indicates parental permission for the participant, and I agree to the terms of ASEP (After School Enrichment Program) Consent, Waiver and Release of Liability and Photo and Video Release. I also have read "[CLIP ASEP General Information and Class Rules](#)" and the "[2023 – 2024 ASEP Schedule & Cost](#)" and agree to follow the rules for my child's participation. I also understand that if the rules are not followed, my child may be dropped from the class and refunds will not be honored. I understand that ASEP can cancel classes if there is not enough enrollment to maintain the classes. Fees will be returned to parents when the class is canceled. Positively no refunds past the day before the second class. All persons making the voluntary participation in ASEP classes are deemed to have waived all liability claims against Cupertino Union School District, CLIPCO and ASEP.

I understand I will need to volunteer in the ASEP class the student signed up for once or twice during the session / school year. I will select the dates when I register for class. If I need to change the date, I will need to coordinate with other parents in class. I must also pick up their child on time after class. **Failure to volunteer or pick up your child on time may result in the student being removed from class.**

ASEP (After School Enrichment Program) Consent, Waiver and Release of Liability, Photo and Video Release

On behalf of my minor child (student named on this application), I hereby give permission for my child to participate in the ASEP (After School Enrichment Program). I hereby warrant that both myself and my child are familiar with the risks associated with participation in ASEP activities. I acknowledge that my child's participation in this program is wholly voluntary and is not part of the regular school curricular program.

I do hereby agree and consent to my child's participation in ASEP during this school year and do assume all risks and hazards which are conducted as part of the associated activities. I hereby release, absolve, indemnify, and hold blameless the ASEP, CUSD, Muir, CLIPCO, its officers, directors, employees, contracted employees, independent contractors, instructors, agents, organizers, and volunteers of any and all liability for damage, injury, or expense of any kind arising out of or connected with my child's participation in ASEP. I understand that in case of a medical emergency, my own personal medical plan will be used. As a condition of participation in the ASEP program by the student named in this application, I acknowledge that I have read this consent form, and knowingly, on behalf of my child, assume all of the risks associated with participating in any way in the ASEP program.

As consideration for being permitted to participate in the after school enrichment program , I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make claim against, sue or attach the property of Cupertino Union School District, or their Affiliates or the supplier of any of the equipment used in these activities for injury or damage resulting from negligence, failure of care, omission or other acts, howsoever caused by an employee, agent or contractor of Cupertino Union School District and any affiliate as result of incidental to my child participation in these activities. I hereby release, to the fullest extent permitted by law, the Cupertino Union School District and the affiliates, from any and all actions, claims, demands, or liabilities that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my son/daughter's participation in these activities irrespective of whether the same is based on breach of warranty, negligence, strict liability or any other theory or recovery.

I/We understand that as part of our child's participation in ASEP, photos, videos, electronic images, audio recordings and quotations of my daughter/son may be taken for use in publications and reports about the program.