

**RIO RANCHO PUBLIC SCHOOLS
ATHLETIC PARTICIPATION CONTRACT**

This Participation Contract is entered into between the Rio Rancho Public Schools and _____ (student) and _____ (student's parents/guardians) and must be signed and returned to the athletic office of the student's school before the student can commence practice or participation in any athletic program.

Participation in the Rio Rancho Public Schools extracurricular activities and athletic programs is not a right. Rather, participation is a privilege granted to the student who adheres to high standards of academic achievement and personal conduct. As a representative of the team, school and community, the student is expected to uphold District Policies and the Student Activity Code of Conduct ("Code"), outlined in the Rio Rancho Public Schools Athletic Handbook, on a year-round (12 months) basis, both on and off campus, as well as the fulfill the other requirements outlined in Athletic Handbook.

By signing this Participation Contract, the student and parent/guardian agree to the following:

1. Consent to Participate; Release of Liability; Medical Release.

A. Consent to Participate; Release of Liability. Participating in athletics comes with inherent risks, especially with contact sports, during which an athlete may be seriously injured. I, the parent/guardian of _____ understand and acknowledge that unknown and unanticipated risks, inherent and otherwise, exist when my student participates in extracurricular athletics the manifestation of which may result in property loss, injury, illness or death. I acknowledge that my student's participation in RRPS athletics is purely voluntary, and I consent to my student's participation in spite and with knowledge of all risks involved.

I hereby release, hold harmless and agree not to sue RRPS, its administrators, employees, agents and contractors ("Released Parties") with regard to any and all claims of injury, disability, death, or other loss or damage to persons or property suffered by my student, arising in whole or part from the student's participation in any RRPS athletic practice or competition. I agree further to indemnify Released Parties against any claim by a member of the student's family, co-participant, or any other person, arising in whole or part from an injury or other loss suffered or caused by my student, in connection with an activity of RRPS. These agreements of release and indemnity include claims of negligence of a Released Party, and are intended to be enforced to the fullest extent of the law.

B. Duty to Notify Coach and Athletic Trainer of Injury. The student and his/her parent/guardian agree to notify the student's coach and athletic trainer immediately if the student sustains an injury during the course of the season, regardless of whether the injury occurs during the student's participation in a scheduled practice or competition or at an off-campus activity.

C. Medical Release.

In the event that I, the parent/guardian of _____ cannot be contacted, I hereby give my consent to the attending physician, trainer and coaches to secure and administer medical aid and ambulance service. This authorization does not cover major surgery, unless the medical opinions of two other licensed physicians or dentists concur that the surgery is necessary.

I/We acknowledge that I/We understand and agree to the terms of this Participation Contract outlined above in Sections 1.A through 1.C.

Parent/Guardian Signature Date

Student Signature Date

Print Name

Print Name

2. Consent to Physical Examination; Insurance Coverage.

A. Physical Examination. The student received a physical examination on _____, and a completed and signed Physical Examination form is attached to this Participation Contract.

B. Insurance. I, the parent/guardian of _____, understand and acknowledge that the student must have adequate insurance coverage while the student participates in RRPS athletic practices or competitions. Please initial one of the following:

_____ My student has insurance through a private carrier, and proof of insurance coverage is attached to this Participation Contract.

_____ I elect to have my student covered by the insurance plan offered by Rio Rancho Public Schools. I agree to pay the nominal fee required to have my student covered by this insurance plan.

Parent/Guardian Signature Date

Print Name

3. Consent and Agreement to abide by District Policies, NMAA regulations, Code of Conduct, and other Eligibility Requirements as a Condition of Participation.

A. The student agrees to follow and abide by all District policies, NMAA regulations, and Athletic Handbook requirements, including the Code of Conduct outlined therein, both on- and off-campus, on a year-round (12 month) basis, beginning on the first day of practice for the fall season and continuing each day through the first day of the fall season for the subsequent year.

B. The student agrees that, in order to participate, the student must have passed a minimum of three classes and maintain a 2.0 grade point average on a 4.0 scale, either cumulatively or for the grading period immediately preceding participation and fulfill attendance requirements, as required by District policies, NMAA regulations and, the RRPS Athletic Handbook.

C. The student agrees that he/she shall not possess, consume, or distribute any tobacco products, alcoholic beverages, other controlled substances or other performance enhancing substances, included in the term "Prohibited Substances," as defined in the RRPS Athletic Handbook, at any time, whether on- or off-campus, during the term of this Participation Contract. In addition, the student understands and agrees that he/she shall not knowingly attend any parties or events where Prohibited Substances are being consumed, except as provided in the Athletic Handbook.

D. The student understands and agrees that he/she shall not engage in any behavior which results in the arrest or conviction of a misdemeanor or felony.

E. The student understands and agrees that he/she is expected to engage in sportsmanlike behaviors, as outlined in the Athletic Handbook, demonstrate loyalty to the team and school and respect for all officials and competitors, during all practices and competitions. The student agrees that he/she shall not engage in behaviors which are unsportsmanlike, demeaning to others or abusive, such as tolerating or participating in hazing, bullying, intimidation, use of profanity or immoral conduct.

F. The student expressly accepts responsibility and care of all athletic equipment issued and shall provide for its proper care, storage and return to the school. The athlete shall pay for all equipment not turned in at the completion of the season and may be required to pay for any equipment that is intentionally damaged.

G. The student understands and agrees that his/her violation at any time, whether on- or off-campus or during or outside of a particular sports season of any District policies, NMAA regulations, or requirements outlined in the RRPS Athletic Handbook, including, but not limited to the behaviors and conduct listed in this Participation Conduct, shall result in disciplinary consequences which include, but are not limited to, suspension or expulsion from current and/or future participation in the District's athletic program.

4. Consent to Drug/Alcohol Drug Testing Program.

The student and his/her parent/guardian hereby consent to the student's participation in the District's Drug/Alcohol Testing Program throughout the term of this Participation Contract as a condition of student's participation in any extracurricular practice or competition. By signing this consent, the student and his/her parents/guardians consent to the student providing urine, saliva or breath exams pursuant to random and unannounced drug/alcohol testing and when circumstances give rise to individualized suspicion of a student's use or possession of drugs/alcohol.

A. Random and Unannounced Selection and Testing Procedures.

a. Random and unannounced testing will occur at a minimum of one (1) time per month.

b. On the first school day of each month, three school personnel will determine the number of days on which to conduct the drug/alcohol testing, as well as the date(s) of the unannounced testing day(s) for that month by randomly selecting one number between one (1) and five (5) to determine the number of tests to be conducted each month. The school personnel then will select the dates on which testing will occur by selecting numbers between one (1) and thirty-one (31) to correspond with calendar dates. If the date chosen falls on a non-school day, an additional number will be drawn until a testing day can be determined.

c. On the date(s) selected, up to twenty-five percent (25%) of all students eligible for extracurricular activities and/or up to twenty-five percent (25%) of students participating in each extracurricular activity shall be selected randomly in the following manner:

i. All eligible students (i.e., those students who have submitted signed Participation Contracts) and eligible participating students will be assigned a number, and all numbers will be included within a designated container.

ii. Numbers will be drawn randomly from the designated container in the presence of three (3) school personnel.

iii. The students whose numbers are randomly selected will be notified on the date of testing at school and will be escorted to the designated drug-testing areas. There will be no prior notice or warning that the student is being tested on the selected day.

d. A certified drug testing company contracted by RRPS will perform the testing of the student's saliva, urine, or breath. The company chosen shall be required to have detailed written procedures to assure proper chain of custody of the samples, proper laboratory control, and scientifically validated testing methods.

e. The drug testing company will contact the Superintendent or his/her designee with the tests results. If a test is positive, the Superintendent or his/her designee will immediately contact the student and the student's parents/guardians and schedule a conference at which time the student and parents/guardians may explain the positive results. Parents/guardians may provide doctor's prescriptions and documentation in the form of prescription containers of any drugs that the student was taking that may have affected the outcome of the drug/alcohol test. These prescriptions must be properly dated and must be verified by pharmacy records. The District reserves the right to investigate any anomalies in the timing and documentation of prescription labels.

f. Parents/guardians may request that another test be performed on the remaining unused urine or saliva samples at their own cost.

g. A refusal to provide a sample will be treated as a resignation from all extracurricular activities for the remainder of the current school year. In addition, a student who refuses to provide a sample shall be required to undergo a drug/alcohol test prior to his/her participation in any futures extracurricular activities.

h. No student shall receive an academic penalty solely as the result of a positive test result or a refusal to provide a sample, unless the student is found to be in violation of this Code or other RRPS Board Policies in addition to or in conjunction with a positive test result or refusal to provide a sample.

B. Testing Based on Individualized Reasonable Suspicion. Pursuant to RRPS Board Policy 339 and the procedures promulgated thereto, a student may be subject to searches and/or drug/alcohol testing when individualized reasonable suspicion arises of a student's drug/alcohol use or possession.

Acknowledgment and Consent:

I/We, the parents/guardians of _____, hereby understand that my student's participation in any interscholastic athletic event depends upon my student's participation in the District's drug/alcohol testing program. Therefore, I/we hereby consent to the student's participation in the District's drug/alcohol testing program for the term of this Participation Contract.

Parent/Guardian Signature Date Print Name

I, _____ (student), hereby understand that my participation in any interscholastic athletic event depends upon my participation in the District's drug/alcohol testing program. Therefore, I hereby consent to participating in the District's drug/alcohol testing program for the term of this Participation Contract.

Student's Signature Date Print Name