

ENRICHED LOOMIS

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I REQUEST THAT MY CHILD BE ALLOWED TO PARTICIPATE IN **CLASSES** AND RELATED ACTIVITIES, As part of the consideration of my child's participation, I acknowledge that ENRICHED, and its Directors, Officers, associated Teachers and Agents and Volunteers have not endorsed and are not responsible in any way for such activities. I further hereby agree as follows:

1. **Assumption of Risk.** I acknowledge that my child's participation in this activity is elected by me and not required. I voluntarily assume full responsibility for any risk of loss, damage, or personal injury, including death, and for any property damage that may be sustained by me or my child as a result of my child's participation in this activity. I have investigated the risks involved in my child's participation and fully understand and assume all such risks. These risks may arise from the condition of the land, the water or travel to and from the activity site. Specifically, I assume full responsibility for all risks caused by or arising directly or indirectly from my child's involvement in the activity regardless of the cause even if that risk or harm is caused by other persons' negligence, whether passive or active.
2. **Waiver and Release of Claims.** I hereby waive and release and forever discharge ENRICHED, and its Directors, Officers, associated Teachers and Agents and volunteers (collectively the "released parties") from any and all liability, claims, loss, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or my child or to any property belonging to me or my child while my child is participating in the activity. I agree not to sue any of the released entities or persons and I understand that my releases and waivers in the document extend to any claims that I do not know of or do not expect to exist at the time I sign this document. I acknowledge that my child's participation in this activity is elected by me and not required. I voluntarily assume full responsibility for any risk of loss, damage, or personal injury, including death, and for any property damage that may be sustained by me or my child as a result of my child's participation in this activity. I have investigated the risks involved in my child's participation and fully understand and assume all such risks. Specifically, I understand and acknowledge that my child may suffer or experience, among other things, personal injury or bodily damage, death, medical disabilities, loss or theft of personal property, and I waive the protections of Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
3. **Indemnification.** I will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (collectively, "losses"), including, without limitation, losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by me or any other person, which may arise directly or indirectly from (i) my child's participation in this activity or presence at the activity or (ii) any breach by me or this agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of the relevant released party.

This Agreement is binding on my heirs, successors and personal representatives. I have read and I understand this document, including the Assumption of Risk, Waiver and Release of Claims and Indemnification portions of it. I understand and agree that it is binding on myself, my child, our heirs, assigns, and personal representatives. I acknowledge that I am the parent or guardian of _____ and that I am 18 years old or more.

Date: _____

Signature of Parent or Guardian

Please Print Last Name Here