

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

IT IS THE INTENTION OF (PARENT OR GUARDIAN OF MINOR) BY THIS AGREEMENT TO EXEMPT AND RELIEVE (NAME OF ORGANIZATION) AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OF (NAME OF MINOR) CAUSED BY ANY ACT OF NEGLIGENCE OF (NAME OF ORGANIZATION) AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

For and in consideration of permitting (NAME OF MINOR) to observe, or use any facility or equipment of (NAME OF ORGANIZATION), or engage in and/or receive instruction in any activity or activity incidental thereto **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** at: (NAME OF ORGANIZATION) in the city of _____, County of _____, and State of _____, beginning on the day of _____, the undersigned parent and/or guardian of (NAME OF MINOR): **hereby voluntarily and absolutely releases, discharges, waives, and relinquishes any and all loss or damages or actions or causes of action for personal injury, property damage, or wrongful death occurring to (NAME OF MINOR) as a result of (NAME OF MINOR)'s observing or using facilities or equipment of (NAME OF ORGANIZATION), or engaging in or receiving instructions in any activities **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** or in activities incidental thereto wherever or however the same may occur, and for whatever period said activities or instructions may continue.**

The undersigned parent or guardian of (NAME OF MINOR) for him/herself, his/her heirs, executors, administrators, or assigns agrees that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against (NAME OF ORGANIZATION) or its officers, agents, servants, or employees, the undersigned parent or guardian **will indemnify and hold harmless (NAME OF ORGANIZATION) and its officers, agents, servants, or employees** from any and all

claims or causes of action by (NAME OF MINOR) or by any other person or entity, by whomever or wherever made or presented, and **under no circumstances will the undersigned parent or guardian of (NAME OF MINOR) present any claim against (NAME OF ORGANIZATION) and said persons for personal injuries, property damage, wrongful death, or otherwise, caused by any act of negligence by (NAME OF ORGANIZATION) and said persons.**

The undersigned parent or guardian represent that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or instruction offered, **assumes all risks associated with such dangers and risks, and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

DATED: _____

SIGNATURE OF PARENT OR GUARDIAN FOR (NAME OF MINOR):

THIS RELEASE WAS RESEARCHED AND DRAFTED BY THE LAW FIRM OF:

MCKAY BYRNE & GRAHAM 3250
WILSHIRE BLVD STE 603 LOS
ANGELES CA 90010-1578 (213)
386-6900
jmckay@mbglaw.com

IT IS MADE AVAILABLE AS A SAMPLE RELEASE/WAIVER WITH THEIR PERMISSION. NEITHER MCKAY, BRYNE & GRAHAM NOR CHURCH MUTUAL INSURANCE COMPANY, S.I. WARRANT THAT IT IS APPROPRIATE FOR USE BY ANY OF OUR INSURED. THE RELEASE/WAIVER WAS DRAFTED AS A SAMPLE DOCUMENT AND MAY NOT BE APPROPRIATE FOR THE SPECIFIC NEEDS OF A PARTICULAR ORGANIZATION. THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT IS NOT A SUBSTITUTE FOR GOOD PRACTICE, PROPER SUPERVISION, AND REPAIR. THERE IS NO GUARANTEE THAT THIS RELEASE WILL PROTECT ANY FACILITY THAT CHOOSES TO USE IT. BEFORE USING THIS SAMPLE DOCUMENT OR ANY DOCUMENT LIKE IT, YOU SHOULD CONSULT WITH YOUR OWN ATTORNEY TO MAKE CERTAIN THAT THE DOCUMENT YOU EVENTUALLY USE IS CORRECT AND CURRENT UNDER THE LAW OF YOUR PARTICULAR JURISDICTION AND THAT THE DOCUMENT MEETS YOUR NEEDS FOR YOUR PARTICULAR SITUATION.