

# RELEASE, WAIVER & 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:

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