

KARE YOUTH LEAGUE
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

WAIVER: In consideration of being permitted to use and/or to participate in the property, facilities, staff, equipment, services and activities provided by **Kare Youth League**, Kare Foundation, and its supported programs, including but not limited to Rio Hondo Preparatory School, Pearl Preparatory School, Mount Kare, Sportline, Kare Youth Church, Rio Hondo Leadership Academy, Kare Nursery, and Rio Hondo Preparatory School Summer Trip (hereinafter collectively referred to as "**Kare Youth League**"), I, for myself and on behalf of all minor children named herein and my/their heirs, personal representatives, assigns, and next of kin (hereinafter collectively referred to as the "Releasors") do hereby release, waive, and discharge from all liability any demand, claim, loss or damage on account of any bodily, emotional or psychological injury, accident, illness (including but not limited to infectious and communicable diseases such as COVID-19), death, or property damage, including theft, sustained by Releasors (hereinafter, collectively, "Claims") while participating in or observing Kare Youth League activities or classes, or using facilities, premises or equipment owned, rented, leased or used by Kare Youth League, whether caused or alleged to be caused by the ordinary negligence of Kare Youth League or otherwise, and further covenant not to sue Kare Youth League, its directors, officers, employees, agents, volunteer assistants, parents or subsidiaries for any such Claims.

I understand that by signing this release, I, for myself and the Releasors are waiving any and all claims, of any kind arising out of or attributable to our participation in the Kare Youth League, including those claims that may be unknown to me and the Releasors, or which I, for myself and the Releasors do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, RELEASORS HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS RELEASORS MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

ASSUMPTION OF RISK: I, for myself and the Releasors, acknowledge and agree that physical activity, by its very nature, carries with it certain inherent risks to persons and property that cannot be eliminated regardless of the care taken to avoid injuries. I, for myself and the Releasors, further acknowledge and agree that because these activities involve groups of people in outdoor, indoor or otherwise enclosed spaces resulting in a risk that cannot be eliminated regardless of the care taken of contracting an infectious and communicable disease including but not limited to COVID-19. Kare Youth League owns, leases or otherwise provides for facilities, transportation or activities including 1) travel by airplane, private bus, car, or other transport, 2) overnight camping, 3) sightseeing, 4) athletic activities such as but not limited to weightlifting, conditioning, hiking, running, or swimming, and 5) sporting and recreational activities such as but not limited to football, baseball, soccer, basketball, softball, track and field, volleyball, cheerleading, drill team, dance, kayaking, canoeing, surfing, boogie boarding, white water rafting, snorkeling, horseback riding, snow skiing, snow play, snow tubing, and snowboarding. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. I, for myself and the Releasors, further acknowledge and agree that the specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury, loss of sight, joint or back injuries, heart attacks or concussions, infectious and communicable diseases including but not limited to COVID-19; and 3) catastrophic injuries including paralysis and death. I, for myself and the Releasors acknowledge that any injuries that I and/or the Releasors sustain may be compounded by negligent emergency response or rescue operations of the Organization. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Kare Youth League. I hereby assert, for myself and the Releasors, that my/their participation is voluntary and that I knowingly assume all such risks for me/them.

INDEMNIFICATION AND HOLD HARMLESS: I, for myself and all Releasors, agree to INDEMNIFY AND HOLD Kare Youth League, its directors, officers, employees, agents, volunteer assistants, parents and subsidiaries HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my/their involvement in Kare Youth League and to reimburse Kare Youth League for any such expenses incurred.

MEDICAL CONSENT: If I or the Releasors need medical treatment as a result of my/their use of or travel to and from (including air travel) the property, facilities, staff, equipment, services, or activities provided by Kare Youth League, or any events incidental thereto, I, on behalf of myself and the Releasors, agree to be financially responsible for any costs incurred as a result of such treatment. I am aware that Kare Youth League does not provide health insurance for me and that I should carry my own health insurance.

SEVERABILITY: I, for myself and the Releasors, further expressly agree that the foregoing Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I acknowledge and agree that I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that **I and the Releasors are giving up substantial rights, including the right to sue.** I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to completely and unconditionally exempt and relieve Kare Youth League from all liability for personal injury, property damage or wrongful death, to the greatest extent allowed by law.

PARENTAL CONSENT FOR MINOR PARTICIPANT: I, the Minor Participant's parent and/or legal guardian, understand the nature of the above-referenced activities and the Minor Participant's experience and capabilities and believe the Minor Participant to be qualified to participate in such activities. I further represent that I have the actual authority to, and do hereby enter into this Waiver of Liability, Assumption of Risk, and Indemnity Agreement on behalf of and as an authorized agent or parent or legal guardian for all Releasors.

This Agreement constitutes the sole and entire agreement of the Organization and me and the Releasors with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

BY SIGNING BELOW, I, FOR MYSELF AND THE RELEASORS ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF PARTICIPATION IN THE ACTIVITIES AND USE OF FACILITIES DESCRIBED HEREIN.

(Print Name of Participant)

(Print Name of Parent/Guardian of Minor Participant)

(Signature of Participant or Parent/Guardian of Minor Participant)

(Date)

**** This Waiver of Liability, Assumption of Risk, and Indemnity Agreement is available on request in both Spanish and Mandarin.