

## THE LOS ANGELES BOYS & GIRLS CLUB RELEASE AND WAIVER OF LIABILITY AND INDEMNITY PERMISSION AND MEDICAL AGREEMENT.

IN CONSIDERATION of being permitted to enter the Los Angeles Boys & Girls Club for any purpose, including but not limited to observation, community service work, volunteer work, use of facilities or equipment, or participation in anyway, the undersigned, for himself or herself or any personal representatives, heirs, minors and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such promises facilities. It is further warranted that such entry into the Los Angeles Boys & Girls Club for observation, participation or use of any facilities or equipment constitutes an acknowledgment that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE LOS ANGELES BOYS & GIRLS CLUB ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITES OR EQUIPMENT, COMMUNITY SERVICE WORK, VOLUNTEER WORK OR PARTICIPATION IN ANY WAY, THE UNDERSIGNEDHEREBY AGREES TO THE FOLLOWING CONTRACTUAL TERMS AND CONDITIONS: **1. THE UNDERSIGNED WARRANTS THAT THE PARTICIPANT, INCLUDING ANY MINOR PARTICIPANT**, has no physical or medical condition which would endanger the participant or others, or that would interfere with the participant's ability to participate in the Los Angeles Boys & Girls Club event/program.

**2. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Los Angeles Boys & Girls Club, its directors, attorneys, officers, employees, and agents (herein after referred to as "release") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.

**3. THE UNDERSIGNED HEREBY AGREES TO INDEMNITY AND SAVE AND HOLD HARMLESS** the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon or about the Los Angeles Boys & Girls Club premises or in any way while volunteering, observing or facilities or equipment of the Los Angeles Boys & Girls Club whether caused by the negligence of the releases or otherwise.

**4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of release or otherwise while in, about or upon the premises of the Los Angeles Boys & Girls Club and/or while using the premises or any facilities or equipment hereon.

**5. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases against all liability costs or expense for attorney's fees and all incidental and consequential damages resulting to the Los Angeles Boys & Girls Club from such claims, lawsuits or liens. In the event any suit on any claim is brought against the Los Angeles Boys & Girls Club, the undersigned shall defend said suit at undersigned's own cost and expense, and shall pay and satisfy any such lien or judgment as may be established by the decision of the court in such suit.

**6. MEDICAL AUTHORIZATION**. In the event the LOS ANGELES BOYS & GIRLS CLUB is unable to contact me or to secure my consent in case of a medical emergency involving my child, I hereby give the LOS ANGELES BOYS & GIRLS CLUB and it's representatives permission to secure proper medical care and assistance for my child, including, but not limited to, hospitalization, treatment, medication or x-rays. I further authorize any treating physician to use his or her discretion in providing emergency treatment. I agree to pay the costs of all such medical care.

7. RELEASE OF INFORMATION. The undersigned agrees to consent in advance to the use of surveys, questionnaires, charts, work samples, and other assessment tools for the purpose of program evaluation, development, tracking, and needs assessment. The undersigned agrees to release information from the child's school to the Los Angeles Boys & Girls Club as part of the assessment process, including: report cards, homework assignments, attendance records, behavior/discipline records, and academic testing from my child's school to Los Angeles Boys & Girls Club.

**8. PHOTOGRAPHS. THE UNDERSIGNED AGREES TO CONSENT IN ADVANCE** to the public use of any photographs, video tapes or related media coverage taken of him or her or any related minor children while at or participating at a Los Angeles Boys & Girls Club sponsored activity including use on Club and sponsor's websites and other social media sites. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE WAIVER AND INDEMNITY / PERMISSION AND MEDICAL 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, not withstanding continue in full force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY / PERMISSION AND MEDICAL AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the forgoing written agreement have been made.

I BY: HAVE READ AND UNDERSTAND THE CONTENT IN THIS RELEASE.

BY: