

Parents of Welby Way Participant Release of Liability and Assumption of Risk
***** THIS IS A CONTRACT – READ BEFORE SIGNING *****

In consideration of being permitted by Parents of Welby Way, Inc. (herein referred to as POWW), to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to **release, indemnify and discharge** POWW, its agents, board of directors, employees, volunteers, participants, lessors, affiliates, (the “RELEASED PARTIES”), on behalf of myself, my spouse, my children, my parents, my guests, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in POWW activities entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Activities expose its participants to the risk of cuts and bruises. Participants can suffer more serious injuries as well. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. POWW volunteers are at events to run the events, but you are liable to monitor your children at all times.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of POWW activities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**
4. Should POWW or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. In the event that I file a lawsuit against POWW, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of the laws of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at POWW events, grant POWW, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with POWW to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to POWW.
8. **If the participant is a minor, I agree that this Release of Liability and Assumption of Risk agreement (“RELEASE”) is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.**
9. **If the participant is a minor, I further agree to defend, indemnify and hold harmless POWW from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.**

I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant’s right to maintain a lawsuit against POWW or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. **I have read and understood it, and I agree to be bound by its terms.**