



WARRANTY AND CONSENT OF PARENT/GUARDIAN

ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

In consideration of being allowed to participate in the JAMANI HANDS ON! STRIKE DAY CAMP (the "Program") with MATT and JODI GROENHEIDE (the "Program Providers"),

I _____ (the "Legal Guardian"), on behalf of

_____ (the "Participant[s]"),
acknowledge and agree to the following:

1. I am a parent/guardian having full legal responsibility for decisions regarding the Participant[s], and
2. I am familiar with the risk of serious injury and death which any participant in this Program must assume, and
3. I believe that the Participant[s] is/are physically, emotionally and mentally able to participate in the Program, and
4. I understand, and will instruct the Participant[s], that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with myself (the Legal Guardian) and the Participant[s]

DETAILS OF PROGRAM

5. The Participant[s] will be participating in the following activities:
 - Hands-on drumming
 - Recreation time on the Indoor Playground
 - Various educational/recreational activities, including but not limited to: reading, artistic/crafting time, etc.
 - Lunch and snacks as provided by the Participant[s]

CONSIDERATION

6. Being the lawful guardian of the Participant[s], and in consideration of the Participant[s] being permitted to participate in the Program, on behalf of the Participant[s] the Legal Guardian releases and forever discharges the Program Providers, the Program Provider's heirs, executors, administrators, legal representatives, and assigns from all

manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant[s], which has been or may be sustained as a consequence of the Participant[s]'s participation in the Program, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Program Providers.

7. The Legal Guardian understands that the Participant[s] would not be permitted to participate in the Program unless the Legal Guardian signed this waiver.

CONCURRENT RELEASE

I understand and agree that my execution of this document constitutes:

8. An unqualified ASSUMPTION OF ALL RISKS associated with participation in the Program by the Participant[s] even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Program Providers and any persons associated therewith or participating therein, and
9. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the Program Providers and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, volunteers, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the Program, sanctioning bodies, medical or rescue personnel (the "Releasees"), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
10. An UNDERSTANDING NOT TO SUE the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of the Participant[s] in the Program, and
11. An AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the Releasees, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.

FULL AND FINAL SETTLEMENT

12. The Legal Guardian acknowledges and agrees with the Program Provider that: (1) the Program Provider has given the Legal Guardian sufficient time to carefully read this waiver, (2) the Legal Guardian fully understands the risks and claims that the Participant[s] is/are waiving to participate in the Program, (3) the Legal Guardian is freely and voluntarily executing this waiver, and (4) the Participant[s] is/are forever prevented

from suing or otherwise claiming against the Program Providers for any property loss or personal injury that the Participant[s] may sustain while participating in the Program.

SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME OF PARENT/GUARDIAN

DATE

____-____-____
PHONE #

NAMES OF PARTICIPANT[S]

_____ Age _____

_____ Age _____

_____ Age _____

This WARRANTY AND CONSENT OF PARENT/GUARDIAN ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT will be kept on file and will be considered to be valid for any JAMANI HANDS ON PROGRAMS for one year from the date signed.

MEDIA RELEASE (OPTIONAL)

I, the Legal Guardian, give permission for photos and video recordings of the Participant[s] taken during the course of the Program to be used to promote current/future JAMANI educational programming.

- ☐ Yes, I agree
☐ No, I do not agree

SIGNATURE OF PARENT/GUARDIAN

DATE