

## Liability Release and Waiver for General Programming

This is a legally binding Liability Release and Waiver (“Release”) made voluntarily by the undersigned individual on his or her own behalf, and on the behalf of his or her own children, or his or her own heirs, executors, administrators, legal representatives and assigns, and if the undersigned individual is under the age of 18, his or her parents or guardians (collectively, “Participant”) to San Diego Tamil Palli (the “Organization”).

- (1) **Acknowledgment.** Participant understands that participating in the activity may include in-class instruction, activities, and interactions with instructors and other children, depending on the Participant’s involvement with the Organization (collectively defined as “Activity”), which may expose Participant to certain dangers, risks or hazards, including (but not limited to) physical, mental, or emotional injury or harm, and those caused by the actions of others such as the Organization’s staff and other participants. Participant understands that the risks and dangers of the Activity may be caused by the negligence of Participant in the Activity, the negligence of others including the Organization, accidents, breaches of contract, forces of nature, human hostilities, or other causes by joining the organization.

Participant understands that the Organization does not require Participant to participate in the Activity, but Participant wants to do so despite the possible dangers, risks and hazards set forth above, and does so with informed consent.

- (2) **Activity.** The Activity covered by this Agreement includes the Organization’s Tamil language program, which serves children throughout the Organization. The Activity takes place each Friday, beginning at or around 6:30 p.m. and concluding at or around 8:00 p.m., at Rancho Bernardo Learning Center in San Diego, California, although the dates, times, and locations of the Activity may change as required and do not affect the liability of the Organization as determined by this Agreement nor the release and waiver of such liability under this Agreement. The Activity includes but is not limited to the following: in-class learning through lectures, curriculum-related videos, note-taking, participation in classroom activities, homework assignments, online class activities, and test-taking. Participants may also participate in academic and cultural activities organized and approved by the Organization’s Board of Directors both inside and outside the building.

- (3) **Obligations of Participant.** Participant agrees to notify the Organization upon becoming aware of or concerned about any potential danger, risk or hazard. Participant also agrees to obey all instructions approved by the Organization’s Board of Directors and act responsibly during the Activity. **PARTICIPANT AGREES TO STOP AND SEEK ASSISTANCE IF PARTICIPANT DOES NOT BELIEVE HE OR SHE CAN SAFELY CONTINUE, TO LIMIT PARTICIPATION TO REFLECT HIS OR HER PERSONAL COMFORT LEVEL, AND REFRAIN FROM ANY AND ALL ACTIONS THAT WOULD POSE A HAZARD TO PARTICIPANT OR OTHERS.**

Participant Initials:

\_\_\_\_\_

Parent/Guardian Initials:

\_\_\_\_\_

Participant is in good health and has no physical or mental limitations which would affect Participant's ability to safely participate in the Organization's activities.

- (4) **Liability Waiver/Release.** Participant hereby waives any and all rights, claims, demands, and damages, at any time, at law or in equity arising out of participation in the Activity. Participant releases the Organization and its agents, employees, staff, Participants, and representatives for any injury, including but not limited to illness, paralysis, death, damages, or economical or emotional loss, or other physical, mental, or emotional harm that Participant may suffer as a result of participation in the aforementioned Activity. Participant voluntarily participates in the aforementioned Activity and participates in the Activity entirely at Participant's own risk.
- (5) **Indemnification and Hold Harmless.** Participant agrees to indemnify and hold harmless the Organization against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Participant or anyone on Participant's behalf, including attorney's fees, and any related costs, if litigation arises pursuant to any claims made by Participant or by anyone else acting on Participant's behalf. If the Organization incurs any of these types of expenses, Participant agrees to reimburse the Organization.

Participant acknowledges that the Organization and its agents, employees, staff, Participants, and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Organization.

- (6) **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Release through friendly negotiations amongst the parties. The parties will meet at a mutually agreed time to discuss the dispute. If the matter is not resolved by friendly negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

\_\_\_\_ (Participant Initials) \_\_\_\_ (Parent/Guardian Initials)

(Initials here are to expressly recognize the arbitration clause, immediately below.)

The Parties agree that **ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS RELEASE SHALL BE SETTLED BY MEDIATION AND, IF NECESSARY, LEGALLY BINDING ARBITRATION** in accordance with California's arbitration laws. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. **THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS RELEASE AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ONE ANOTHER FOR SUCH DISPUTES**, except to enforce an arbitration decision.

- (7) **Likeness and Image Release.** Participant irrevocably gives permission to the Organization and its agents, employees, staff, Participants, and representatives to take and use

photographs, video or sound recordings of Participant during the Activity by signing this Release. Participant consents to the use of the photographs, video and sound recordings and Participant's image, likeness, appearance, and voice for perpetuity. Participant understands that he or she will not receive compensation for the use of Participant's image, likeness, appearance, and voice now or in the future. The Organization may use the photographs, video and sound recordings containing Participant's image, likeness, appearance and voice in any manner or media, including, but not limited to, printed materials such as brochures and newsletters, videos, audio recordings, podcasting, vodcasting, and digital images. The photographs, video and sound recordings may be used in whole or in part, alone or with other recordings. The Organization has the right and may allow others outside the Organization to copy, edit, alter, retouch, revise and otherwise change the photographs, video and sound recordings at the Organization's discretion. All rights, titles, and interests in the photographs, video and sound recordings belong solely to the Organization.

(8) **General Conditions.**

- (a) This Waiver represents the complete understanding between Participant and Organization.
- (b) I hereby acknowledge that I have read and understand the Release explaining the types of activities I may be engaged in due to my involvement with the Organization and the related harms.
- (c) No representations, written or oral, other than those contained in this Waiver are authorized or binding upon the Organization.
- (d) Should any part of this Waiver due to legal or other regulatory changes become unenforceable, the remaining provisions within this Waiver, not impacted by such change, shall remain in full force as originally written.
- (e) Participant agrees to promptly update the Organization of any changes of information related to the Participant that Organization may have in its possession as may affect the Participant's participation in the Activity.

- (8) **Signature.** I, the undersigned Participant, affirm that I am of the age of consent or that, if not of the age of consent, that my parent/guardian has signed below on my behalf. I freely sign this agreement and certify that I have read and understood its content fully. I am aware that by signing I release my rights and enter into a legally binding contract with the Organization.

\_\_\_\_\_  
(Printed Name of Participant)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

## Parent/Guardian Waiver

This paragraph only applies to waivers for persons under 18 years old.

The undersigned parent, guardian, or custodian (“Parent/Guardian”) of the Participant, who is a minor, for himself/herself and on behalf of minor Participant, hereby joins in the foregoing Liability Release and Waiver and all of its provisions. Parent/Guardian hereby stipulates and agrees to save and hold harmless, and indemnify forever the Organization against any and all claims, demands, and damages made or brought by minor Participant, or by anyone on behalf of minor Participant, as a result of minor Participant’s participation in the Activity on behalf of the Organization and its agents, employees, staff, Participants, and representatives. Parent/Guardian further agrees not to sue the Organization and its agents, employees, staff, Participants, and representatives as a result of any illness, paralysis, death, damages, or economical or emotional loss that minor Participant suffers in connection with his/her participation in the Activity.

The undersigned Parent/Guardian is fully aware of the risks and hazards connected in participation with the Activity, including but not limited to physical, emotional, or mental injury or harm to the Parent/Guardian’s child who participates in the Activity. I further understand the importance of following rules and regulations established by the Organization and hereby agree that I or my children will obey such rules, regulations, and instructions.

I make all of the above agreements, promises, and waivers on behalf of my child and waive liability as against the Organization for the Activity and potential harms of the Activity described above. I recognize that the events or activities being entered into by my child can cause harm or injury and I accept such dangers. I understand that if my child is injured, this Waiver will be used against me and anyone else claiming damage in any legal action because of my child’s injury, and I hereby consent to my child’s participation in the Activity and waive liability associated with that Activity, as detailed in this Agreement.

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Signature of Parent/Guardian

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Relationship to Participant

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Date