

**MINORS AND PARENT/GUARDIAN  
EXPRESS WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT  
(California Form)**

IN CONSIDERATION FOR \_\_\_\_\_ (herein "Minor") being permitted to participate in \_\_\_\_\_ (herein "Activity") on the premises of or organized by \_\_\_\_\_ (herein "Entity"), the Undersigned do hereby agree to the express waiver of liability against Entity, and make the release and indemnity agreement with Entity set forth below.

The Undersigned, for themselves, and their personal representatives, assigns, heirs, spouses, minor children, and next of kin, and each of every one of them:

1. Is fully aware of the risks and hazards inherent in engaging or participating in Activity, including, but not limited to, the possibility of injury, paralysis or death, and voluntarily assumes all risks of loss, damage, injury or death that may be sustained in engaging or participating in Activity.

2. Hereby voluntarily releases, discharges, waives and relinquishes any and all claims, actions, or causes of action for personal injury, property damage, or death each may have against Entity, its directors, officers, members, affiliated entities, subsidiaries, agents, attorneys, employees, representatives, successors, heirs, licensees, assigns and all persons acting in concert and participating with it (hereinafter collectively referred to as "Released Party") occurring or arising as a result of Minor participating in Activity, and any instruction or supervision related to said Activity, save and except only those claims due to Entity's gross negligence, fraud or willful injury to the person or property of the Minor or violation of law, whether willful or negligent.

3. Hereby covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Section 1542 of the California Civil Code, and the similar provisions in any other state of the United States or the common law, which provide: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4. Hereby agrees to indemnify, defend, save and hold harmless the Released Party from any loss, liability, damage, cost or attorneys' fees it may incur arising from Minor's participation in the Activity.

5. Hereby agrees that if any part of this Agreement, for any reason, is held by a Court or Arbitration Panel of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

The Undersigned hereby warrants that the foregoing statements are true and correct and that the Undersigned understands that the Entity has relied upon such warranties in entering into this Agreement, and in allowing the Undersigned to participate in the Activity.

No oral representations, statements, or inducements have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement, apart from the matters set forth within this Agreement. A copy of this signed Agreement shall be binding like the original Agreement.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN EXPRESS WAIVER OF LIABILITY AND A RELEASE AND INDEMNITY AGREEMENT BETWEEN MYSELF AND ENTITY, AND SIGN IT OF MY OWN FREE WILL.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Minor

\_\_\_\_\_  
Print Name of Minor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Print Name of Parent or Guardian