



## **YOUTH WAIVER & RELEASE AGREEMENT**

I ACKNOWLEDGE that the program I am going to participate in involves risk and dangers of death, serious injury, property damage, and property loss. I hereby assume all the risks of participating in the event, regardless of their cause. I promise to participate in a safe and prudent manner, so as not to endanger others or myself. In consideration of being permitted to participate in the event, I, for myself, my personal representatives, my administrators, my heirs, my next of kin, my survivors, my successors, and my assigns:

A. HEREBY DISCHARGE, COVENANT NOT TO SUE, and RELEASE Oshman Family Jewish Community Center (OFJCC), and/or its respective administrators, directors, agents, officers, members, volunteers, representatives, and employees, other participants, any sponsors, funders, advertisers, vendors, manufacturers and, if applicable, owners and lessors of premises on which the event takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this Agreement I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. Moreover, if any disputes arise under or relate to this Agreement or the event, they will be brought exclusively in a state or federal courts in the State of New York, New York County, and this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

B. CONSENT to receive medical treatment that may be deemed advisable as a result of any injuries I receive during the event and agree that I am solely responsible for all costs, including diagnosis, treatment, medical transportation, and evacuation, that may become necessary for me or another person as a result of any of my actions during the event.

C. AGREE that any photographs and video footage taken of me during the event, as well as any written documents I submit to OFJCC, may be printed, reproduced and published in any manner anywhere without any further consent by me or my family members and without any compensation to me.

D. AGREE to the following Behavioral Guidelines for this program

\* Participants must take responsibility for their safety by carefully listening to rules and following instructions. Unsafe behavior, failure to follow instructions, or extremely disruptive behavior may result in dismissal from the program.

\* Use and/or possession of firearms, firecrackers, drugs, alcohol, tobacco, and unapproved knives, matches, lighters, or other items deemed dangerous is strictly forbidden.

\* Participants may not damage OFJCC's property or the personal property of others.

F. CERTIFY that I have read this document, understand its contents in their entirety, understand that I have given up substantial rights by signing it, and have executed this document below freely and without reservation or duress and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

**I understand that by choosing to leave my child under the supervision of another adult (with their express agreement), I take full responsibility for my youth participant and as enumerated above in Sections A through F, and assume all risks for my youth participant.**



Without limiting the foregoing, I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, HEREBY DISCHARGE, COVENANT NOT TO SUE, RELEASE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS AGREEMENT, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Child's Full Name: \_\_\_\_\_

Second Child's Full Name: \_\_\_\_\_

Third Child's Full Name: \_\_\_\_\_

Family's Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Relationship to children \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact Name** \_\_\_\_\_ **Relationship** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_