

VISTA DEL MAR MAKO EDUCATIONAL FOUNDATION
RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Name: _____

Date of Event: _____

Activity: _____

PARENT/GUARDIAN: Please complete this form for all participants, including you and your child.

The individual named above (referred to as “**I**” or “**me**”) desires to participate in activity referenced above (whether singular or plural, hereinafter referred to as the “**Activities**”) provided by the Vista Del Mar Mako Educational Foundation, a California nonprofit public benefit corporation (the “**Foundation**”). As lawful consideration for being permitted by the Foundation to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE FOUNDATION. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE FOUNDATION OR OTHERWISE.

I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against the Foundation, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, “**Releasees**”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the ordinary negligence of the Foundation or any Releasees or otherwise. I covenant not to make or bring any such claim against the Foundation or any other Releasee, and forever release and discharge the Foundation and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement.

I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Activities, including those claims that may be unknown to me, or which I do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the

release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I shall defend, indemnify, and hold harmless the Foundation and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by an indemnified party in a final judgment, arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claims arising out of my own negligence or the ordinary negligence of the Foundation.

This Agreement constitutes the sole and entire agreement of the Foundation and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Foundation and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in the County of Orange, California and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES.

Signed: _____

Printed Name: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed: _____

Printed Name of Parent or Legal Guardian: _____

Date: _____