

WAIVER AND RELEASE OF LIABILITY AGREEMENT

IN CONSIDERATION OF the risk of injury that exists while participating in certain activities on the Valley Christian School's Jr. High Hype Night event and all of the various activities related thereto (including, but not limited to, bouncy houses, mechanical bull rides, rock climbing wall, races, physical activities, live animals/reptiles, etc.) (hereinafter the "Event"); and **IN CONSIDERATION OF** my and/or my child's desire to participate in said Event and being given the right and opportunity to participate in the Event agree to the terms of this Waiver and Release of Liability Agreement ("Release" or "Agreement");

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's minor children if under 18 years of age and for Parents/Guardians they expressly understand and agree they are executing this both on behalf of themselves individually and any minor child participating in the Event which are all included in the terms "Releasor", "I" or "me"), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY AGREEMENT and hereby waive any and all rights, claims or causes of action or damages of any kind arising out of my or my child's participation in the Event. I am the parent/guardian of the child identified below and have authority to enter this Release;

I HEREBY release and forever discharge, Valley Christian Schools located at 100 Skyway Drive, San Jose, CA 95111, and any subcontractors or vendors providing any activity, support, equipment, or entertainment for the Event and their respective affiliates, managers, members, employees, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any personal injury, psychological injury or property damage that I may suffer as a direct result of my or my child's attendance or participation in the aforementioned Event.

I AND MY CHILD ARE VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED EVENT AND AT OUR OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS EVENT, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PERSONAL PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO THE EVENT, OR FROM CONDITIONS AT THE EVENT LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY OR MY CHILD'S PARTICIPATION IN THIS EVENT.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me, my child or anyone on my or our behalf, including attorney's fees and any related costs, to the fullest extent permissible under the law.

I FURTHER ACKNOWLEDGE that Releasees 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 Releasees. In the event that I should require medical care or treatment, I authorize Valley Christian Schools or the operator of the Event to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for serious injury and property loss. I agree not to participate in any Event activity unless I (and/or my child) am medically able and properly trained.

PARENTS/GUARDIANS SIGNING THIS EXPRESSLY UNDERSTAND AND AGREE THEY ARE ENTERING THIS AGREEMENT BOTH ON BEHALF OF THEMSELVES, INDIVIDUALLY AND ANY CHILD OF THEIRS PARTICIPATING IN THE EVENT.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE VALLEY CHRISTIAN SCHOOLS AND THEIR VENDORS/SUBCONTRACTORS PROVIDING ANY EQUIPMENT, ACTIVITY, SUPPLIES OR SUPPORT AT THE EVENT AND ALL OF THEIR RESPECTIVE AFFILIATES, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, INSURERS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL DAMAGES, CLAIMS OR CAUSES OF ACTION ON BEHALF OF MYSELF, AND IF A PARENT/GUARDIAN, MY CHILD AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I (OR MY CHILD) OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, REGARDLESS OF WHETHER ALLEGEDLY CONTRIBUTED TO BY ANY NEGLIGENCE, ACT OR OMISSION OF ANY OF RELEASEE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of any Releasee, Valley Christian Schools its agents, and employees, provided however, this shall not apply to the extent prohibited under the law.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. I agree no other representations or warranties have been made to me by any Releasee relating to the Event.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

The clauses, and portions of clauses, in this Waiver and Release of Liability Agreement are severable. If any clause or any portion thereof is invalid or unenforceable, that shall not affect the validity of the remainder of the affected clause or other clauses or portions thereof which shall remain in full force and effect.

This Release may be executed and exchange by electronic, digital, facsimile, or photographic signatures or similar copies delivered by electronic means and such signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Release and legally binding.

Parent/Guardian Signature, on behalf of
myself individually and my minor child(ren)

Date: _____

Child's Name _____

Parent/Guardian Printed Name: _____