

Community Development Center USA
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(MEMBER/ADULTS/CHILDREN)**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the CDCUSA (or for my children to so participate) for any purpose, including, but not limited to observation, or use of facilities or equipment, or participation in any off-site program affiliated with the CDCUSA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the CDCUSA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use of participation by the undersigned and such children. This also includes Childcare, Camps, Day Camps and all other programs and program areas. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CDCUSA AND PROGRAMS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE CDCUSA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the CDCUSA, its directors, officers, employees, and agents (hereinafter referred to as “releases ”) from all liability to the undersigned of such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned of such children, whether caused by the negligence of the releasees or otherwise while the undersigned of such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the CDCUSA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the negligence, intentional act or other contributory act of the undersigned or such children in, upon or about the CDCUSA premises or buses, vans or in any way observing or using any facilities or equipment of the CDCUSA or participating in any program affiliated with the CDCUSA.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to the negligence of releasee or otherwise while in, about or upon the premises of the CDCUSA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the CDCUSA.
4. PHOTO RELEASE, I give permission to the CDCUSA to use any photos of myself or family members to include children and adults for future promotions and press releases, websites.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Date _____

Signature of Applicant/Parent _____

Name of Child in Program / Name of 2nd Child in Program / Name of 3rd Child in Program