



WAIVER AND RELEASE FORM

RELEASE OF LIABILITY

In return for being allowed to participate in SDYSS volunteer activities and all related activities, including any activities incidental to such participation ("Volunteer Activities") the undersigned **Volunteer or Parent/Legal Guardian** of Volunteer if Volunteer is under 18 years of age (hereafter referred to using "I", "me" or "my") releases and agrees to not sue the SDYSS foundation or its officers, directors, sponsors, and affiliates from all present and future claims that may be made by me, my family, estate, heirs or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever or however the same may occur.

I understand and agree that SDYSS are not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the SDYSS for all claims arising out of my participation in Volunteer Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remained will continue in full legal force and effect.

I also acknowledge that the SDYSS have not arranged and do not carry insurance of any kind of my benefit or that of the Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, administrators and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of SDYSS.

(Signature of Volunteer)

Date

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature Parent/Legal Guardian if Volunteer is Under 18)

Date

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.