

# WAIVER AND RELEASE FORM

#### LIABILITY RELEASE AND PARENTAL CONSENT FORM

The following terms and conditions are presented and must be reviewed and accepted at the time of registration.

This Waiver and Release Form is for any and all programs offered at The Busy Bee Activity Center, including but not limited to: Busy Bee Fitness, Zumba, Zumbini, Generation Pound Fitness, The Beehive After-school Program and related transportation.

#### WAIVER AND RELEASE

Hereby, in consideration of the acceptance of my application for the above program, I for myself, my child(ren) named in the Registration Form, my heirs, executors and assigns, waive, release, discharge and covenant in advance not to sue the The Busy Bee Activity Center, its officials, officers, employees, volunteers and agents from all claims and liabilities — even though these liabilities may arise out of perceived negligence on the part of persons mentioned above —, resulting in any physical or psychological injury (including paralysis and death), illness, damages, economic or emotional loss my child may suffer because of their participation in this Camp, including travel to, from and during the location of business.

### ASSUMPTION OF RISK

I am aware of the risks associated with traveling to/from and my child's participation at this Activity Center, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my child's or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Camp location(s) or facilities. Nonetheless, I assume all related risks, both known or unknown to me, of my child's participation in the program I am registering for, including travel to and from (if applicable) and during the participation. I hereby assert that my child(ren)'s participation is voluntary and that I knowingly assume all such risks.



## • INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

I agree to indemnify, hold harmless and defend The Busy Bee Activity Center against any and all claims to which the "Waiver and Release" section of this agreement applies, including claims on behalf of any participating minor if the authorization is signed below. I also promise to indemnify, hold harmless and defend The Busy Bee Activity Center against any and all claims for my own negligence, and any other claim arising from my conduct during the activities or which is a breach of this agreement. In accordance with these promises, I will reimburse The Busy Bee Activity Center for any damages, reasonable settlements and defense costs, including attorney's fees, that The Busy Bee Activity Center may incur because of any such claims made against them.

#### HEALTH CARE

I hereby give permission to The Busy Bee Activity Center to act according to their best judgment in any situation requiring medical attention for my child(ren) named herein. This includes routine health care, administering and/or dispensing prescribed medications, and seeking emergency medical treatment including ordering x-rays or routine tests. I agree to the release of any records necessary for insurance purposes. I acknowledge that it is my responsibility to provide medical insurance coverage for my child(ren) named in the Registration Form while participating in the activities. Any costs of medical treatment provided to my child(ren) named that are not covered by medical insurance will be my sole responsibility. I give permission to The Busy Bee Activity Center to arrange necessary related transportation for my child(ren). In the event I cannot be reached in an emergency, I hereby give permission to the physician selected by the center to secure and administer treatment, including hospitalization, for my child(ren).

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California.

I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assignees.

- (a) I have read this document, and I am signing it freely.
- (b) No other representations concerning the legal effect of this document have been made to me.



- (c) I am the parent or legal guardian of the participant.
- (d) I understand the legal consequences of signing this document, including:
- (1) Releasing the Alliance Française of San Francisco from all liability on my and the Participant's behalf;
- (2) Promising not to sue the Alliance Française of San Francisco on my and the Participant's behalf;
- (3) Assuming all risks of the Participant's participation in these activities, including travel to, from and during these activities;
- (4) Giving permission to the Alliance Française of San Francisco to have my child(ren) treated by emergency medical personnel, a physician, or surgeon, in case of sudden illness or injury while participating in these activities.

I understand that I am responsible for the obligations and acts of the Participant as described in this document. I agree to be bound by the terms of this document.