

**PARENTAL OR GUARDIAN AGREEMENT OF WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE (***To be signed by adults if the participant is under 18 years of age).*

**Acknowledgement and Assumption of Risk**

The undersigned parent and/or legal guardian does hereby acknowledge that he/she is aware of the dangers and the risks to the participant’s person and property involved in participating in: **YWCA of Orange County’s 2019 Prom Project**

I understand that this activity involves certain risks for physical injury, including but not limited to: *Sprained ankles, falls, trips, strained muscles, minor cuts or bruises, or any minor injury due to setting up or tearing down tents, moving racks of dresses and boxes, and assisting participants.*

The undersigned parent and/or legal guardian and participant understand that this activity involves certain risks for physical injury to the participant. We also understand that there are potential risks of which may presently be unknown. Because of the possible dangers of participating in this activity, the undersigned parent and/or guardian and participant recognize the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisor’s instructions regarding participation in this activity.

The undersigned parent and/or legal guardian and participant understand that the YWCA of North Orange County, DBA—YWCA of Orange County does not insure participants in the above described activity, that any coverage would be through personal insurance, and the YWCA of North Orange County, DBA—YWCA of Orange County has no responsibility or liability for injury resulting from this activity.

**The undersigned parent and/or legal guardian acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury or death.**

**Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent and/or legal guardian forever:

**a. waives, releases, and discharges the YWCA of North Orange County, DBA—YWCA of Orange County** and its agencies, officers, and employees from any and all liability for the participant’s death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant’s estate as a direct or indirect result of participation in the activity or event; and

**b. agrees to defend, indemnify, and hold harmless the YWCA of North Orange County, DBA—YWCA of Orange County** its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorney’ fees, which in any manner result from participant’s actions during this activity or event.

Consent is given to YWCA of North Orange County, DBA—YWCA of Orange County for the participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may otherwise be available to myself and/or the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

***READ BEFORE SIGNING***

Name of Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age of Minor: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_