

Immaculate Heart Homeschool Co-op Waiver and Release of Liability

I, the parent/guardian of the below-named child(ren) freely authorize my child(ren) to participate in any activities run by Immaculate Heart Homeschool Co-op (hereafter IHHC). I understand that participation may involve various risks, which may 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 death. I understand that these injuries or outcomes may arise from my child's or others' negligence, conditions related to travel to and from the activity, or from conditions at the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my child's participation in these activities.

In consideration of the risk of injury involved in participation of any activities, and acknowledging that my child is participating in said activities of my own volition, I, on behalf of my child, myself, and my family, I assume these risks.

I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me"), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my child's participation in said activities.

I hereby release and forever discharge IHHC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that my child(ren) may suffer as a direct result of participation in the aforementioned activities.

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 or anyone on my behalf, including attorney's fees and any related costs.

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 my child should require medical care or treatment, I authorize IHHC 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 agree that this Release shall be governed for all purposes by Illinois law, without regard to any conflict of law principles. Any action brought by any party hereto shall be brought within the State of Illinois, County of Boone. This Release supersedes any and all previous oral or written promises or other agreements.

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.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, If a court should find that any provision of this Agreement to be invalid or unenforceable, then said provision shall be deemed to be written, construed and enforced as so limited. This Release of Liability shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors and assigns.

As a parent/guardian my child(ren) involved in IHHC, I fully understand that my own participation in said activities falls under the same legal terms as my child's participation. I accept that the full extent of this waiver also applies to my own participation.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY CHILD(REN)'S PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Information</u>
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I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OVER THE AGE OF 18 YEARS, AND THAT I AM FREELY SIGNING THIS AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT AND THAT I AM SIGNING OF MY OWN FREE WILL.

Father/Guardian Name: _____

Signature: _____ Date: _____

Mother/Guardian Name: _____

Signature: _____ Date: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

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