

## “Because We Care” School Beautification Project

October 22nd – 24th 2010

### Release of Liability Agreement

**THIS RELEASE OF LIABILITY AGREEMENT (the “Agreement”) INCLUDES A WAIVER AND RELEASE OF LIABILITY AND, BY SIGNING THIS DOCUMENT, I AM AGREEING FOR MYSELF AND FOR EACH MINOR CHILD IDENTIFIED BELOW TO RELEASE OTHERS FROM LIABILITY.**

Shoulder To Shoulder (“STS”), a California nonprofit religious corporation (the “Organization”) sponsors Because We Care (“School Beautification”), an event intended to facilitate the beautification of six (6) school campuses within Twin Rivers Unified School District (“TRUSD”). During the Beautification, the Adult and/or Minor Participants (collectively, the “Participants” and identified individually below) may have the opportunity to participate in certain volunteer service projects, including, but not limited to, the following: set up, clean-up, painting, landscaping, street cleanup in and around the campuses of Babcock Elementary, Madison Elementary, Smythe Elementary, Rio Tierra Junior High, Rio Linda High School and Grant High School (collectively, the “Activities”).

Participation in the School Beautification and the Activities is a privilege, and this Agreement, signed by the Adult Participant or the parent(s) and/or legal guardian(s) having authority to sign this document, is a condition to participation by the Participants. By signing below, the undersigned Adult Participant or parent(s)/guardian(s) of the Minor Participant authorize(s) himself/herself and/or the Minor Participant to participate in the School Beautification and the Activities and consent(s) to the terms and conditions of this Agreement, and agree(s) with the all of the provisions set forth in this Agreement.

**1. Activities; Assumption of Risk:** Each of the undersigned understands and agrees that the Adult Participants’ participation in the School Beautification and the Activities, and the transportation to and from the Activities, is a voluntary activity entered into by the Participants for the purpose of personal development. Each of the undersigned persons recognizes that the Participants’ participation in the School Beautification, the Activities, and related transportation involves risk of an accident and serious injury or even possibly death to the Participants. Each undersigned person expressly assumes, for such undersigned person and/or the Minor Participant, all risks of participating in the School Beautification and the Activities, whether those risks are now known or unknown to the undersigned or the Minor Participant.

**2. Release and Indemnification of Claims of Minor Participant and Undersigned Person(s):** In consideration for the privilege granted to the Participants to participate in the School Beautification and Activities, each undersigned person, for such undersigned person, and for and on behalf of the Minor Participant, and for such undersigned person’s and the Minor Participant’s heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless the Organization and its related organizations, including, but not limited to The Navigators, a Colorado nonprofit corporation and Twin Rivers Unified School District (collectively, the “Related Organizations”), and the Organization’s and its Related Organizations’ affiliates, directors, officers, employees, volunteers, contractors, agents, representatives and successors and assigns (the “Released Parties”) of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities made against or incurred by the Released Parties or any of them with respect to any and all property damage, personal injury whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, arising from the Participants’ participation in the School Beautification and Activities, including claims of the Minor Participant and claims of the Undersigned Person(s). This Release and Indemnification is intended to have only the scope and effect permitted by applicable law.

**3. Permission of Use for Promotional Purposes:** In consideration for the privilege granted to the Participants to participate in the School Beautification and Activities, each undersigned person consents and gives permission to the Organization and its Related Organizations to use the name, likeness, voice, and biographical information of the Participant for any purpose whatsoever, without compensation, including without limitation to publicize and/or promote the School Beautification and Activities in photographs, printed literature, video recordings, sound recordings, websites, and any other medium that now exists or may exist in the future.

**4. Miscellaneous:** In the event that any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. By signing below the undersigned person agrees that this document is intended to be as broad and inclusive as permitted under applicable law.

# SHOULDER TO SHOULDER

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5. By my signature below, I acknowledge that I have carefully read this Agreement in its entirety, understand it, and sign it voluntarily, on my behalf and/or on behalf of the Minor Participant(s). I authorize the Minor Participant(s) to participate in the School Beautification and Activities, such participation to be subject to each provision of this document including the Release of Liability and Indemnification of paragraph 2. I attest that I am over eighteen (18) years of age and am not a minor in my state of residence, and am the parent/legal guardian of the Minor Participant(s) identified below, with authority under law to sign and enter into this Agreement for myself and/or the Minor Participant(s), who is/are under the age of eighteen (18) or otherwise a minor in his or her state of residence. If two or more Minor Participants are identified below, all provisions of this Agreement apply to each of the Minor Participants listed.

\_\_\_\_\_  
Signature of Participant                      Printed Name                      Date

\_\_\_\_\_  
Signature of Participating Spouse                      Printed Name                      Date

Emergency Contact \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

## PARENTAL CONSENT

who is/are under the age of eighteen (18) or otherwise a minor in his or her State of residence. In consideration for allowing the participation of my child/ward in Navigator-sponsored activities, I hereby agree to be bound by the terms of the above Release, Hold Harmless and Authorization of Medical Care.

Parental/Guardian Signatures

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

I represent that I am the parent/legal guardian of:

### Minor Participant's Information:

\_\_\_\_\_  
Minor Participant's Name                      Date of Birth                      Minor Participant's Name                      Date of Birth

\_\_\_\_\_  
Minor Participant's Name                      Date of Birth                      Minor Participant's Name                      Date of Birth

IF ONLY ONE PARENT/GUARDIAN SIGNS THIS FORM, THE FOLLOWING MUST ALSO BE SIGNED:

I hereby certify that this Release of Liability Agreement was signed by only one parent/guardian because (i) I am the sole parent/guardian responsible for the care and upbringing of the child/ward due to death or other incapacity of the other parent or because of a court order; or (ii) I have made a good faith effort to obtain the signature from the second parent/guardian, but have not been able to do so due to reasons beyond my control.

Printed Name and Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Contact Information (Optional): \_\_\_\_\_

\_\_\_\_\_  
Name                      Phone Number                      Address