



**SCOTTS VALLEY EDUCATIONAL FOUNDATION
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being allowed to participate in activities sponsored by SCOTTS VALLEY EDUCATIONAL FOUNDATION ("SVEF") including but not limited to observation, use of facilities, equipment or participation in any way, the undersigned hereby: (a) ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES PRESENT AN INHERENT RISK OF INJURY, and (b) RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SVEF, ANY OF ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVE, VOLUNTEERS, OR OTHER PARTICIPANTS (hereinafter referred to as "Releasees") from all liability to the undersigned for any loss, liability or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise, while the undersigned is in, on, or about the premises, using the facilities or observing or participating in the activities in any way.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost which they may incur due to the undersigned's presence, observation of, use of facilities, or participation in SVEF activities, whether caused by the Releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while present at, observation of, use of facilities or participating in SVEF activities. The undersigned further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California, shall be interpreted fairly and not against the drafter hereof, that in any action hereunder the undersigned expressly waives the right to trial by jury and that if any portion thereof is declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED AGREES TO COMPLY with the rules of SVEF and all applicable laws and codes while observing, using facilities or participating in SVEF activities, INCLUDING WEARING A SAFETY HELMET OR TAKING OTHER SAFETY MEASURES.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducement apart from the forgoing written agreement have been made.

_____ X _____
Date Signature

Printed Name

If under 18 years of age, legal guardian sign here. X _____