

RELEASE AND WAIVER OF LIABILITY

The mission of CreateLive Kids is to enrich the lives of children and families by having them participate to the extent possible in Poi Movement Activities that benefit both mentally and physically. Participation in any sporting event, including just being at or near the field of play, involves certain risks that cannot be predicted or avoided no matter how much care is taken. It is important for parents to understand that they always remain solely responsible for the safety and well-being of their children. The coaches and other CreateLive Kids personnel cannot and do not make any determination about what activities are appropriate or safe to participate in for any child. CreateLive Kids works with the parents to determine what activities the child should participate in, but the ultimate decision on what the child can or cannot do is made solely by the parents. In exchange for participating in the program, CreateLive Kids asks that parents sign this release, which completely waives all claims they would have and releases CreateLive Kids from any liability for injuries participating children might suffer while involved in the program.

In consideration of being permitted to participate in the CreateLive Kids program, the undersigned understands and agrees for themselves and their child the following:

- That there are risks inherent in their child participating in any sporting or movement activity, including but not limited to practices, being a spectator, or the actions of other participants and spectators, and that CreateLive Kids cannot avoid or otherwise mitigate those risks;
- That they are solely responsible for knowing what activities their child can or cannot engage in based upon their individual medical condition and providing that information to their child's coach or other CreateLive Kids personnel. CreateLive Kids is in no way responsible for determining what activities are appropriate or safe for their child;
- That participation in the program involves risks and dangers of serious bodily injury, including the worsening of any condition their child may have, permanent disability, paralysis, and death; that these risks and dangers may be caused by their own actions or inactions, the actions or inactions of their child, the actions or inactions of other others participating in the activity, the conditions under which the activity takes place, or the negligence of CreateLive Kids or other Releasees defined below; and that there may be the potential of other risk and social and economic losses either not known to them or not readily foreseeable at this time;
- That the undersigned fully accepts and assume all risks and responsibility for injuries, damages, and losses incurred as a result of their child's participation in the program;
- That they hereby release, discharge, and covenant not to sue CreateLive Kids, including its coaches, administrators, directors, agents, officers, members, volunteers, and employees, other participants in the activity, the organization in charge of the activity, any sponsors, advertisers, and if applicable, owner and lessors of the premises on which the activities take place (who are all "Releasees" under this agreement), **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE;**
- They further agree that if, despite this release and waiver of liability assumption of risk, anyone makes a claim on their behalf against any of the Releasees, they will defend, indemnify, save and hold harmless the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Child's Name

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

PHOTOGRAPH WAIVER FORM

I give consent for myself or my child to be photographed, videotaped or filmed while participating in Kids of Growth activities and for the resulting images to be used by Kids of Growth for promotional purposes. This release is NOT mandatory for volunteering.

Signature:

Parent Signature: _____

Date: _____

(Parent signature required if under 18yrs of age)