



WAIVER OF LIABILITY, ASSUMPTIONS OF RISK, INDEMNITY AGREEMENT AND MEDICAL AND PHOTO RELEASE

I understand that I am solely responsible for my child before and after each day's program. I warrant that my child is in good health, and I know of no reason why he/she would be incapable of participating in the program. I hereby agree to indemnify and hold harmless the Fountain Valley Schools Foundation and/or Fountain Valley School District and their respective directors, trustees, officers, agents and employees ["the Releasees"] for damages caused by injury to my child or myself arising from my child's participation in the Fountain Valley Summer Enrichment Academy program and the use of the facilities and property of the program, whether or not the injury or damage results from the negligent acts or omissions, except intentional acts, of any of the Releasees. I similarly agree to release and waive any right I, my heirs, distributees, guardians, legal representatives, and assigns may have or acquire in any way make a claim against or sue the Releasees for such damages. I am aware that my participation in the program may have inherent risks and dangers associated therewith, including equipment failure, which can result in serious injury or death, including but not limited to risks associated with equipment failure. I ASSUME ALL SUCH RISKS AND DANGERS, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE RELEASEES.

During the period of the program, I hereby give my permission for the staff or volunteers of FVSF/FVSEA to administer appropriate medical attention to my child and agree to be responsible for the costs of such treatment. I will permit photographs, videotaping and surveys of my child taken during the program to be used for publicity by FVSF.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT. I ACCEPT IT FREELY AND VOLUNTARILY.

SIGNATURE

DATE