



AGBU INNOVATION STUDIOS Release and Policy Form

AGBU Innovation Studios requires that we have documentation verifying that each Student's parent understands and accepts our policies on the following issues. Please read the policies listed and sign your name below to indicate your understanding of these policies.

- **Special Concerns** – Prior to the time of registration, any behavioral problems or special physical, emotional, psychological, or medical needs, including allergies, should be identified or discussed with one of the AGBU staff members.
- **Medical Treatment** – AGBU does not normally administer any medication and will do so only when directed in writing by the Student's parent or guardian. However, in the event of an emergency in which the parent cannot be contacted, emergency medical staff and AGBU may take the appropriate action in the best interest of the Student.
- **Photography Waiver** – By signing this form, the parent permits AGBU to use pictures of their Student as a program participant in promotional literature published and used by AGBU, including but not limited to; newsletters, magazines, brochures, and our website.
- **Lost items** – AGBU is not responsible for any personal items lost or stolen at their programs. AGBU recommends writing your Student's name on all personal items.

AGBU Permission for Medical Treatment: I authorize AGBU to arrange for transportation in case of an accident or acute illness of my Student. In the event it is impossible to receive instruction for my Student's care, consent is given to any licensed physician and/or surgeon called or to whom my Student is taken, for treatment by him/her to administer medication, and to perform such surgical treatment as s/he shall think the existing emergency requires for pain relief and/or preservation of my Student's life, and/or health and wellbeing. All costs incurred for treatment of such illness or accident will be processed through my insurance. The authorization and consent for treatment is given to AGBU in conjunction with any authorized event.

Release and Waiver of Liability and Indemnity Agreement: IN CONSIDERATION of being permitted to utilize the facilities, services, and programs of AGBU (or for my Student to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with AGBU, the undersigned, for himself/herself and such participating Student and any personal representatives, family, heirs, and assigns, hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises, facilities and equipment and that the participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such

affiliated program have been inspected and carefully considered and that the undersigned finds and accepts them as being safe and reasonably suited for the purpose, and assumes the risk of, such observation, use or participation by the undersigned and such Student.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER AGBU FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH AGBU, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING STUDENT, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE AGBU, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all claims and liability to the undersigned or such Student and each of their personal representatives, family, heirs and assigns for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such Student while the undersigned or such Student are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with AGBU. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or such Student in, upon or about AGBU premises or in any way observing or using any facilities or equipment of AGBU or participating in any program affiliated with AGBU.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the undersigned or such Student while in, about or upon the premises of AGBU and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with AGBU.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

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

Waiver of Liability and Hold Harmless Agreement

for access to and use of the AGBU Innovation Studios TOOL SHOP

As the parent or guardian of the Student(s) named above, I permit the Student(s) to participate in the following Activity: Access to and use of AGBU Innovation Studios TOOL SHOP. In consideration for the Student being permitted to participate in the Activity, I agree as follows:

In consideration for receiving permission to use the AGBU Innovation Studios Tool Shop, related contents, and equipment, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, AGBU, their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any liability, claims, demands, actions and causes of action whatsoever arising out of, or related to any loss damage, or injury, including death, that may be sustained by the Student, or any of the property belonging to the Student or otherwise, while participating in such use, or while in, on or upon the premises where the facility use is occurring.

I understand that it is not permissible for the Student to operate tools and equipment in the Innovation Studios Tool Shop without prior consent and supervision by AGBU staff. If the Student is found to have used the Innovation Studios Tool Shop without an AGBU supervisor, the Student will lose all shop privileges and I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the Student(s) being engaged in such activity.

I am fully aware of the unusual risks involved and hazards connected with any kind of use of the AGBU Innovation Studios Shop, especially the operation of machine tools and related woodworking activity, and I hereby understand and acknowledge that the Student voluntarily participates in in said activity with full knowledge that said activity may be hazardous to the Student and the Student's property. I understand and agree that it is solely the responsibility of the Student and me to determine whether the student can safely participate in the Activity and we VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Student, or any loss or damage of property owned by the Student as a result of being engaged in such activity. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to the Student being engaged in such activity.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, spouse, heirs, assigns and personal representative, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO USE SUE the RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement, shall be construed in accordance with the laws of the State of California.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed and no oral representatives, statements, or inducements, apart from the foregoing written agreement, have been made; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I HAVE READ THIS ENTIRE DOCUMENT INCLUDING THE "RELEASE AND PROGRAM POLICY" AND "WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT" FORMS. I UNDERSTAND AND AGREE TO THE RELEASE AND POLICIES STATED ABOVE.