



Teen Council SY 2020/2021

Release of Liability, Assumption of Risk, Hold Harmless, Agreement to Indemnify and Not to Sue for Minors Participating in The San Diego Museum of Art

Teen Council Program

I hereby represent that I am the parent or legal guardian of the below named minor ("Minor") and have the legal right and authority to enter into this Release of Liability, Assumption of Risk, Hold Harmless, Agreement to Indemnify and Not to Sue for Minors Participating in The San Diego Museum of Art Teen Council (the "Release") on my behalf as an individual and on behalf of, and binding upon, Minor.

I hereby give my consent for Minor to participate in the Teen Council program at The San Diego Museum of Art ("Museum") during the 2020/2021 school year.

Individually, and as parent or legal guardian of Minor I understand that the Minor's participation in the Teen Council program involves potential personal and property risks. Injuries may be serious or minor, including but not limited to: head or neck injuries, loss of sight, broken bones, brain damage, paralysis, and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the Teen Council.

I hereby certify that (1) I know Minor's state of health and physical and mental well-being, (2) that Minor is physically and mentally fit to participate in the Teen Council program, and (3) Minor has/will have health insurance while participating in the Teen Council program.

On behalf of myself and Minor, I hereby release and forever discharge The San Diego Museum of Art from any claim whatsoever I or Minor may have which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Teen Council program.

I expressly acknowledge that I understand all policies, rules and regulations of the Teen Council program and I will ensure that Minor understands and agrees to abide by all policies, rules and regulations of the Teen Council program

I, individually as parent or legal guardian of Minor and, to the extent permitted by law, on behalf of Minor, expressly assume all risks of injury and/or death associated with, arising out of or related to Minor's participation in the Teen Council program at the Museum. I expressly understand that Museum, its affiliates and any party contracting with the Museum assume no responsibility for the Minor's negligence or willful misconduct, or that of others.

I individually, as parent or legal guardian of Minor and, to the extent permitted by law on behalf of Minor, agree not to sue and agree to defend, indemnify and hold harmless the Board of Trustees of the Museum, its officers, employees, agents, representatives, volunteers, students, and employees from and against any and all claims, damages, losses, and expenses, but not limited to, attorneys' fees and disbursements, judgments and settlements, asserted or suffered by any of them as a result of the Minor involvement in the Teen Council program and to reimburse them for any such expenses incurred.

I individually, as parent or legal guardian of Minor and, to the extent permitted by law on behalf of Minor, hereby release and discharge, and agree not to initiate or be a party to any legal action against the Museum, who through negligence or carelessness, might otherwise be liable to me, Minor, our respective heirs, personal representatives, relatives or assigns from all liability associated with, arising out of, or related to Minor's participation in the Teen Council program including all liabilities associated with and all claims that may be filed on behalf of or for the Minor.

I individually, as parent or legal guardian of Minor and, to the extent permitted by law on behalf of Minor, agree that this release of liability, assumption of risk, hold harmless, agreement to indemnify and not to sue is to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of it is held invalid it is agreed that the balance shall continue in full force and effect.

I understand that by signing this release I am waiving any rights to control, compensation, or inspection of my or my minor child's name, portraits, photos, or performance for the Museum's promotional or marketing purposes.

I understand that by signing this release of liability, assumption of risk, hold harmless, agreement to indemnify and not to sue, is legally binding on me, Minor, our respective heirs, personal representatives, relatives and assigns and that I am giving up both my and Minor's legal rights and remedies which otherwise would be available to me and/or Minor, our heirs, personal representatives, relatives or assigns against the Museum.

I have carefully read this release of liability, assumption of risk, hold harmless, agreement to indemnify and not to sue and fully understand it. I have explained the significance of this release of liability, assumption of risk, agreement to indemnify and not to sue to Minor. I am of legal age and voluntarily sign this release of liability, assumption of risk, hold harmless, agreement to indemnify and not to sue.

Please initial to indicate whether you are the parent or legal guardian of the Minor.

(___) Parent (___) Legal Guardian

Print Minor's Name

Parent or Legal Guardian's Signature

Print Name of Parent or Legal Guardian

Address

Telephone Number

Date

Must be turned in with Teen Council Application.