



*Teen Council SY 2020/2021*

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

**Teen Council Program**

I agree to participate in the Teen Council program at The San Diego Museum of Art ("Museum") during the 2020/2021 school year.

I understand that 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 my state of health and physical and mental well-being, (2) am physically and mentally fit to participate in the Teen Council program, and (3) have/will have health insurance while participating in the Teen Council program.

On behalf of myself, I hereby release and forever discharge The San Diego Museum of Art from any claim whatsoever I 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 I understand and agree to abide by all policies, rules and regulations of the Teen Council program. I understand and agree that I am not an employee of the Museum nor am I entitled to any benefits normally available to employees of the Museum, and that I will be serving as a Teen Council member without receiving any monetary compensation or financial benefits for my service.

I, individually to the extent permitted by law, expressly assume all risks of injury and/or death associated with, arising out of or related to my 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 my negligence or willful misconduct, or that of others.

I individually, to the extent permitted by law 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 involvement in the Teen Council program and to reimburse them for any such expenses incurred.

I individually, to the extent permitted by law, 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, our respective heirs, personal representatives, relatives or assigns from

all liability associated with, arising out of, or related to participation in the Teen Council program including all liabilities associated with and all claims that may be filed.

I individually, to the extent permitted by law, 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 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, our respective heirs, personal representatives, relatives and assigns and that I am giving up both my legal rights and remedies which otherwise would be available to me, 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. I am of legal age and voluntarily sign this release of liability, assumption of risk, hold harmless, agreement to indemnify and not to sue.

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

***Must be turned in with Teen Council Application.***