



IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

The undersigned expressly signs the following on behalf of _____, (a minor, hereafter “Child”), in consideration of Child’s participation in the New Asian American Voices program (the “Program”). (Initial: ____)

IN CONSIDERATION of Child participating in the Program, THE UNDERSIGNED, for him/herself, all heirs and next of kin (collectively “RELEASORS”):

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE FOR ALL TIME (i) The 1990 Institute; and (ii) all employees, staff, officers, and directors of The 1990 Institute, and to the extent applicable, each of their respective affiliates, successors, representatives, assigns, heirs and next of kin, (herein referred to collectively as “RELEASEES”) FROM ALL LIABILITY TO CHILD and/or THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN LOSS, INJURY OR DEATH OF THE CHILD and/or UNDERSIGNED ARISING OUT OF OR RELATED TO THE PROGRAM, TO THE EXTENT SUCH MAY EXCEED THE AMOUNTS OF APPLICABLE INSURANCE COVERAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. (Initial: ____)

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST, including attorneys’ fees and costs, that may incur arising out of or related to the PROGRAM WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. (Initial: ____)

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the

PROGRAM whether caused by the NEGLIGENCE OF RELEASEES or otherwise. (Initial: ____)

4. HEREBY agrees that this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement extends to all acts of NEGLIGENCE by the RELEASEES, and is intended to be as broad and inclusive as is allowable under the laws of the state of California and that if any portion thereof is determined to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. For the avoidance of doubt, however, such Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement does not apply to any intentional and/or reckless conduct by RELEASEES. (Initial: ____)

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW on behalf of the UNDERSIGNED and CHILD.

Printed Name

Signature

Date