



# DAI VERNON FOUNDATION

## Parental Permission Form

### *Participant's Acknowledgement and Assumption of Risks Liability Release and Indemnity Agreement*

In consideration of \_\_\_\_\_ (name of "Minor" or "Participant") being granted a scholarship by the Dai Vernon Foundation, Inc. to attend \_\_\_\_\_ (name of "Camp") with use of its facilities and/or equipment, and participation in the camp programs and travel to and from the camp, I, as parent or legal guardian of a minor participant, hereby acknowledge and agree as follows:

1. I understand that Participant (and parents/guardians) share(s) the responsibility for Participant's safety, for managing the risks and for determining the Participant's suitability for the program in which he/she will participate.
2. I acknowledge that (i) I have read this document, (ii) The Dai Vernon Foundation, Inc. has encouraged us to contact the above referenced Camp and review its marketing materials (website, brochure, etc.), (iii) so that we can accept them as being safe and reasonably suited for the purpose intended and (iv) I voluntarily sign document.
3. I hereby forever release, waive and discharge Dai Vernon Foundation, Inc. and each of their respective agents, officers, directors, volunteers and all other persons or entities acting under their direction and control (collectively referred to as "the Released Parties") from, and agree not to pursue a claim or sue the Released Parties or any of them for, any liability, claim or expense in any way associated with my child's enrollment or participation in the Camp program or the use of any equipment or facilities or in transit to or from the Camp. Neither I nor anyone acting on my child's behalf will make a claim against the Released Parties as a result of any injury, illness, damage, death or loss. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence, whether active or passive, of the Released Parties to the fullest extent allowed by law (but not for gross negligence) and includes claims for injury, property damage, wrongful death, breach of contract or any other type of suit.
4. I further agree to defend and indemnify the Released Parties (to pay or reimburse the Released Parties for money they are required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of me, my child, a family member, personal representative, estate, a co-participant, or any other person for any claims related to my child's enrollment or participation in the Camp program or my child's use of equipment or facilities, including claims that the Camp's instructors, staff or volunteers were negligent. This indemnity includes payment for attorney's fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Released Parties are not liable for the injury or loss.
5. I assume full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of Released Parties or otherwise.
6. I agree that the substantive law of California (but not any law that would apply the laws of another jurisdiction) governs this document and any dispute or suit I have (or my child has) with the Released Parties. Any mediation, suit or other proceeding must be filed or entered into only in California.
7. The assumption of risk, release, indemnity agreement and all other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect.
8. I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

I, the undersigned parent/person having legal custody/guardianship of the above said Minor, give permission for the Minor to participate in the Camp program described above. The Minor is physically able and mentally prepared to participate in all activities as described in the marketing materials provided by the Camp.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON MY CHILD'S BEHALF. I AGREE, ON MY OWN, AND ON MY CHILD'S BEHALF, TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

Participant:	Parent or Guardian:	Parent or Guardian:
<div>Printed name</div>	<div>Printed name</div>	<div>Printed name</div>
<div>Signature</div>	<div>Signature</div>	<div>Signature</div>
<div>Date of Birth</div>	<div>Date</div>	<div>Date</div>
<div>Current Age</div>		