



Child: \_\_\_\_\_ Date: \_\_\_\_\_

# RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

## READ BEFORE SIGNING

IN CONSIDERATION OF my child/ward being allowed to Name Of Minor Child participate in any way in the events and activities managed or owned by Temple Akiba and [other entities] (“Akiba”), including but not limited to [Activiies], the undersigned acknowledges, appreciates, and agrees that:

The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child from the activities involved in these programs are significant, including the potential for permanent disability, illness and death, and while particular rules, equipment, and personal discipline and compliance with federal, state, city or county rules, regulations, ordinances and guidelines may reduce these risks, the risks of serious injury and illness will continue to exist; and therefore,,

1. FOR MYSELF, SPOUSE/DOMESTIC PARTNER (IF ANY), AND ANY CHILDREN UNDER MY SUPERVISION, RESPONSIBILITY OR GUARDIANSHIP (“We”), I UNDERSTAND THE RISKS OF BEING EXPOSED TO OR EXPERIENCING ILLNESS OR INJURY AT AKIBA OR AKIBA-RELATED ACTIVITIES AND KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE AND/OR OF THE RELEASES or others, and assume full responsibility for my child’s participation; and,
2. I willingly agree to comply with the program’s stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child’s readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
3. Except for the gross negligence and willful misconduct of [Entity], I myself, my spouse/domestic partner (if any), any child under my supervision responsibility or guardianship, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Akiba, its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child’s involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. We I agree not to sue Akiba for any loss, damage, injury or death described above and except for Akiba’s gross negligence or willful misconduct, We, on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to Akiba and Akiba shall cooperate with me in such defense. Akiba need not have first paid any such claim in order to be defended or indemnified.
5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, their responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

**I AM THE PARENT / LEGAL GUARDIAN OF THE MINOR NAMED BELOW. I HAVE INSPECTED THE AKIBA FACILITIES AND HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY. I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Child: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Child: \_\_\_\_\_ Date: \_\_\_\_\_

## PHOTO RELEASE

I/We give Temple Akiba (“Akiba”) and it’s programs the right to interview and/or take photographs and audiovisual recordings of my child to be used in promotional, educational or fundraising materials including, but not limited to videotapes, online content, pamphlets and brochures. I understand that my child’s name may be used in connection with these materials. I/We irrevocably grant to Akiba and its assigns, licensees, affiliates and successors the right to my child’s/ward’s image, likeness, voice, actions, and/or statements in all forms and media including composite or modified representations for all purposes, including advertising, or any promotional purpose and in perpetuity, and hereby waive any and all claims for libel, defamation, invasion of privacy or right of publicity, copyright infringement, or violation of any other right arising out of or relating to any use of their image as described herein. This release is voluntary, and I give it in the interest of public information, education, and furtherance of the goals of this institution, or other lawful purposes.

Name of Child: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CONSENT FOR MEDICAL TREATMENT

I/We, the undersigned, parents/guardians, do hereby authorize Temple Akiba, or authorized representative, as agent(s) to the undersigned, to consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is rendered under the general or special supervision of any physician and surgeon licensed under the provisions of the California Medical Practice Act on the medical staff of a licensed hospital, whether such examination, diagnosis or treatment is rendered at the office of said physician or at such hospital. It is understood that this authorization is given in advance of any specific examination, diagnosis, treatment, or hospital care being required, and is given to provide authority and power on the part of our above-named agent(s) to give specific consent to any and all such examinations, diagnoses, treatment or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable. I understand that Temple Akiba is not responsible for costs incurred for medical care. 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. This authorization is given pursuant to the provisions of section 25.8 of the Civil Code of California.

Name of Child: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_