

# Earth Friends Co-op at Irvine

## GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

Child's Name: \_\_\_\_\_  
PLEASE PRINT

### Waiver of Liability

In consideration of my child being enrolled in the **Earth Friends Co-op** at Irvine, I, the undersigned, for myself, my heirs, personal representatives and assigns, and for my child, \_\_\_\_\_ and his/her heirs, personal representatives, and assigns, do hereby release, waive, and discharge Irvine Nature Center, its volunteers, officers, trustees, employees and agents (collectively "Irvine") from liability for any and all claims actions, suits, proceedings, costs, expenses, damages, and liabilities (including claims resulting in personal injury, death or property damage) arising out of or relating to my child's participation in the **Earth Friends Co-op** (collectively, "Claims"), including without limitation Claims arising from the sole negligence of Irvine; provided, however, that this waiver shall not apply to claims arising from gross negligence or wilful misconduct on the part of Irvine.

### Indemnification and Hold Harmless

I agree to indemnify and hold Irvine harmless from any and all Claims, including without limitation Claims brought by or on behalf of my child, and Claims arising from alleged negligence on the part of Irvine, asserted against Irvine as a result of my child's involvement or participation in the **Earth Friends Co-op**; and I agree to indemnify Irvine for expenses (including reasonable attorneys' fees) incurred by it in defending such Claims; provided, however, that this indemnification agreement shall not apply to claims arising from gross negligence or wilful misconduct on the part of Irvine.

### Severability

I further expressly agree that the foregoing waiver and indemnification agreements are intended to be as broad and inclusive as is permitted by the law of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

### Image Release

I, the undersigned, do hereby grant to Irvine, including its staff, board members, representatives, volunteers, and agents, the absolute right and permission to use my child's photograph in its promotional materials and publicity efforts.

### Dismissal

I, the undersigned, agree that the Irvine staff reserves the right to dismiss a child whose behavior interferes with other children and/or the program. In the event of dismissal, no fees will be refunded.

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

\_\_\_\_\_  
DATE