

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the DeMeo Teen Club, Inc. for any purpose including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with the DeMeo Teen Club, Inc., the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the DeMeo Teen Club, Inc. for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE DEMEO TEEN CLUB, INC. FOR ANY PUROPSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE DEMEO TEEN CLUB, INC., THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the DeMeo Teen Club, Inc., its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the DeMeo Teen Club, Inc.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the DeMeo Teen Club, Inc. premises or in any way observing or using any facilities or equipment of the DeMeo Teen Club, Inc. or participating in any program affiliated with the DeMeo Teen Club, Inc. whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releases or otherwise while in, about or upon the premises of the DeMeo Teen Club, Inc. and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the DeMeo Teen Club, Inc.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

**PHOTO RELEASE:** I give to Community Foundation Sonoma County/DeMeo Teen Club, Inc. permission to use, publish and republish reproductions of my child's likeness (photographic or otherwise), and interview narratives with or without identification of me or my child by name, for purposes of communicating the work and purpose of Community Foundation Sonoma County and DeMeo Teen Club, Inc., e.g. annual report, brochures, electronic presentations, newsletters, etc.

I have read and agree to this release of reliability and photo release:

Parent/Guardian Signature	Date
Child's Name	Date