

**Shalom Institute Participant Waiver and Release of Liability and Indemnity Agreement**  
**Regarding Recreational and Sporting Activities and Events**

**PLEASE READ CAREFULLY. THIS IS A RELEASE OF LEGAL RIGHTS.**

I, the undersigned, on behalf of myself and/or as the parent(s) and/or legal guardian(s) of the child(ren) named below hereby acknowledge that my and/or my child(ren)'s (each hereinafter defined as a "Participant") attendance and participation in activities and events at Shalom Institute including, without limitation, swimming, rock climbing, rappelling, hiking, camping, horseback riding, field trips, sports, rope or challenge courses, trust falls, team initiatives and other recreational and sporting activities and events ("Activities") offered by Shalom Institute, involve known, unknown, anticipated and unanticipated risks which may result in physical or emotional injury, paralysis, death or damage to Participant and his or her personal property. The safety and well-being of all Participants is the primary and utmost concern of Shalom Institute's staff, counselors, guides, instructors, and facilitators ("Shalom Institute Staff"). However, despite such diligent efforts, I understand that such risks of injury to Participant cannot be eliminated due to the inherent risks of the Activities.

Therefore, in consideration of Participant's attendance and participation in any Activities and use of the services, equipment, and facilities at Shalom Institute, I, the undersigned, on behalf of myself and/or as the parent(s) and/or legal guardians of the child(ren) named below, expressly agree and promise as follows:

1. I understand, and/or will instruct any of my minor Participant, that prior to participating in any Activities at Shalom Institute, I and/or my minor Participant should inspect the facilities and equipment to be used, and if I and/or my minor Participant believe anything is unsafe, I and/or the minor Participant will immediately advise the Shalom Institute Staff of such condition and refuse to participate. I understand, and/or will instruct my minor Participant, that if at any time, I and/or my minor Participant feel anything to be unsafe in connection with any Activities, I and/or the minor Participant will immediately take all precautions to avoid the unsafe areas or conditions and will immediately advise the Shalom Institute Staff of such areas or conditions, and will refuse to participate in such activity.
2. I fully understand and acknowledge that:
  - (a) There are very serious risks and dangers associated with participation in the Activities and use of the services, equipment, and facilities at Shalom Institute, which could result in severe bodily, physical or emotional injury, partial and/or total disability or paralysis, death or other damage to Participant, and/or his or her personal property;
  - (b) These risks and dangers may be caused by the action, inaction, omissions or negligence (active or passive) of Participant, or the action, inaction, omissions or negligence (active or passive) of others including, without limitation, other children or participants at Shalom Institute, and the Shalom Institute Releasees identified and defined below; and
  - (c) There may be other risks and dangers that are not known or are not reasonably foreseeable at this time or at the time the Activity takes place.

3. I acknowledge and represent that Participant's attendance and participation in the Activities is purely voluntary, and Participant elect to have Participant attend and participate in any Shalom Institute Activities in spite of any and all risks.

4. I accept and assume all risks and responsibility for the losses and/or damages that may result from such bodily, physical or emotional injuries, disability, paralysis or death related to or arising from, directly or indirectly, the Activities and/or use of the services, equipment or facilities at Shalom Institute, however caused and whether caused in whole or in part by the actions, inactions, omissions, or negligence (active or passive) of Shalom Institute and/or Shalom Institute Releasees (as defined below) or other persons.

5. **WAIVER OF LIABILITY/LAWSUITS:** I hereby forever release, waive, relinquish, and discharge Shalom Institute and its representatives, including, without limitation, all parent, subsidiary, and affiliated organizations, their respective agents, employees, servants, directors, officers, staff, volunteers, counselors, guides, instructors, facilitators, assigns and successors, and each of them (collectively "Shalom Institute Releasees"), from any and all related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind (including, without limitation, attorneys' fees and costs, whether or not an action is brought, on appeal or otherwise), whether known or unknown, foreseen or unforeseen, (collectively, "Claims and Damages") related to or arising from, directly or indirectly, my and/or my child(ren)'s entering onto Shalom Institute or other surrounding Shalom Institute property, and/or participating in the Activities or utilizing any services, equipment and facilities at Shalom Institute including, without limitation, Claims and Damages for bodily, physical or emotional injuries, partial and/or total disability, paralysis, death, disease, property losses or any other loss or economic damages to me and/or my child(ren), whether based on or caused by the negligence (active or passive) of Shalom Institute and/or any Shalom Institute Releasees or any other persons or participants at Shalom Institute or otherwise by third parties. I hereby further agree and promise not to sue Shalom Institute and any Shalom Institute Releasees for any and all Claims and Damages arising, directly or indirectly, from my and/or my child(ren)'s participation in the Activities or accessing or utilizing any services, equipment and facilities at Shalom Institute.

6. **INDEMNIFICATION:** I hereby agree and promise to indemnify, defend and hold harmless Shalom Institute and Shalom Institute Releasees from any and all Claims and Damages relating to or arising from, directly or indirectly, my and/or my child(ren)'s participation in any Activities and use of any services, equipment or facilities at Shalom Institute, and whether caused or alleged to be caused in whole or in part by the actions, inactions, omissions, or negligence (active or passive) of Shalom Institute and/or any Shalom Institute Releasees or any other persons or participants at Shalom Institute or otherwise by third parties.

7. In the event of illness or injury of Participant, I do hereby consent that Participant may receive any medical, surgical or dental diagnosis or treatment, hospital care, and emergency transportation considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental treatment and care.

8. I have adequate insurance to cover any injury or damage that Participant may sustain while attending Shalom Institute and participating in the Activities. Participant has no medical or physical conditions that could interfere with his/her participation in the Activities or his or her health and safety while attending Shalom Institute.

9. I hereby give Shalom Institute and its partners the irrevocable right to use picture(s), portrait(s), photograph(s), video(s), audio recording(s) and/or likeness(es) of Participant (“Images, Recordings, and Videos”) in all formats and in all media (including, without limitation, third party media) for any lawful purposes. For the avoidance of doubt, I expressly agree that the rights granted in this paragraph shall include the right of Shalom Institute to authorize third party newspapers, magazines, websites and other media to publish the Images, Recordings, and Videos. On behalf of myself and/or my child(ren) and their heirs, successors, assigns and legal representatives, I waive any right to inspect or approve the finished version(s) of the Images, Recordings, and Videos, including copy that may be created in connection therewith. I further agree that no person or entity except Shalom Institute and its designees has any right, title and/or interest in any of the Images, Recordings, and Videos.

10. In the event, Shalom Institute and/or Shalom Institute Releasees incur attorney's fees and costs in enforcing this Agreement, I agree to pay all such attorney’s fees and costs.

11. I expressly agree that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the laws of the State of California. If any provision of this Agreement is held invalid by a court of law, it is agreed that the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of California.

12. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and exchanged by electronic means, including facsimile, e-mail of pdf copies of original physical signatures, and/or electronic signatures certified or verified by a widely recognized and accepted e-signature provider, and each counterpart when executed shall have the efficacy of a signed original. Photographic, facsimile, e-mailed pdf copies of such physically, and/or certified or verified electronically signed counterparts may be used in lieu of the originals for any purpose.

13. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the parties with respect to the subject matter of this Agreement. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by Shalom Institute Releasees which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by the parties hereto. This Agreement cannot be amended or modified orally, but only by an instrument in writing executed by the party against whom enforcement, modification or discharge is sought.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT RELATING TO THE Shalom Institute ACTIVITIES AND USE OF THE SERVICES, EQUIPMENT AND FACILITIES AT Shalom Institute AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE TO ME. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM Shalom Institute AND/OR Shalom Institute RELEASEES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, ANY ILLNESS, INJURY OR DEATH RELATED

TO OR ARISING FROM, DIRECTLY OR INDIRECTLY, THE Shalom Institute ACTIVITIES AND USE OF THE SERVICES, EQUIPMENT AND FACILITIES AT Shalom Institute. I UNDERSTAND AND THAT THIS AGREEMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR PARTICIPANT: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR PARTICIPANT.

**TO BE EXECUTED BY PARENT/LEGAL GUARDIAN FOR EACH MINOR PARTICIPANT:**

\_\_\_\_\_  
Parent/Legal Guardian Signature  
Print Your Name: \_\_\_\_\_  
Print Minor Participant's Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian Signature  
Print Your Name: \_\_\_\_\_  
Print Minor Participant's Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**TO BE EXECUTED BY EACH ADULT PARTICIPANT:**

\_\_\_\_\_  
Signature  
Print Your Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Your Name: \_\_\_\_\_  
Date: \_\_\_\_\_