

**Release of Liability, Express Assumption of Risks, Indemnification and Hold Harmless Agreement**

**STV German Language School a section of the Sacramento Turn Verein, Inc.**

**3349 J Street, Sacramento, CA 95816**

**IN ORDER FOR YOUR CHILD TO ATTEND AND PARTICIPATE AT THE SACRAMENTO TURN VEREIN GERMAN LANGUAGE SCHOOL (HEREINAFTER REFERRED TO AS “STV GERMAN LANGUAGE SCHOOL”) IT IS NECESSARY FOR YOU TO READ, AGREE TO AND SIGN THIS RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISKS, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (HEREINAFTER REFERRED TO AS “AGREEMENT”)**

1. I am the parent/legal guardian of \_\_\_\_\_, a minor child (hereinafter referred to as “my Child”). I am aware that the Sacramento Turn Verein, Inc. offers instruction in the German language and culture to adults and minor children through the STV German Language School, which is located in the Sacramento Turn Verein building at 3349 J Street, Sacramento, California 95816 (hereinafter referred to as “STV Property”). **I wish to enroll my Child at the STV German Language School and I understand that Sacramento Turn Verein, Inc. and the STV German Language School require that I read, agree to and sign this Agreement in order for my Child to attend the STV German Language School.**

2. I understand that the classes that my Child will be attending at the STV German Language School are also attended by other minor children. I understand that, while the personnel of the STV German Language School make reasonable efforts to provide for the supervision of the children who participate in the classes while they are on the STV Property, there is a risk that the STV German Language School’s personnel or other STV staff could be negligent in the supervision of children at the STV German Language School, including my

Child. I further understand that the STV Property includes kitchens, stairs and a stage and that the building and the grounds of the STV Property could pose hazards or risks to my Child and myself when we are on the property, including the risk of injury or death.

3. **In consideration for my Child being allowed to attend the STV German Language School, on behalf of my Child and myself I hereby expressly agree and promise to accept and assume all risks relating to my Child's attendance and participation at the STV German Language School or while my Child or I is on the STV Property.** I further agree and acknowledge that my Child's attendance and participation at the STV German Language School is purely voluntary and it is my desire that my Child attend the STV German Language School in spite of the risks.

4. **On behalf of myself and my Child, his/her and/or my estate, heirs, administrators, executors and assigns, I hereby discharge, release and hold harmless** Sacramento Turn Verein, Inc., the STV German Language School and their officers, directors, shareholders, employees, representatives, agents, and volunteers (collectively, the "Releasees") from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims or causes of action that I, my Child, his/her and/or my estates, heirs, administrators, executors or assigns may have for any loss, illness, personal injury, death, or property damage arising out of or resulting from any negligence on the part of any of the Releasees relating to 1) my Child's attendance at or participation in any classes, instruction or other activities of the STV German Language School or 2) his/her or my presence on the STV Property. **I further agree to defend, indemnify, and hold harmless** the Releasees from any and all claims, suits, judgments, settlements, losses, liability, damages, costs or attorney's fees relating to personal injury, property damage or otherwise, which are brought by or on behalf of

my Child and which are in any way related to my Child's attendance or participation at the STV German Language School or his or her presence at the STV Property, including injuries or damages caused by the negligence of any of the Releasees, except injuries or damages caused by the sole negligence or willful misconduct of Releasees.

5. I hereby agree on behalf of myself and my Child and his/her and/or my estate, heirs, administrators, executors and assigns, that the release of liability, express assumption of risks, indemnification and hold harmless provisions of this Agreement are intended to be as broad and inclusive as permitted by the laws of California, by which this Agreement shall be governed and interpreted. I further agree on behalf of my Child and myself that, in the event any clause or provision in this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Agreement, which shall continue to be enforceable.

**6. I understand that this Agreement is made on behalf of myself and my Child and that all releases, waivers and promises herein are binding on myself and my Child. I represent that I have full authority as the parent or legal guardian to bind my Child to this Agreement.**

**7. I understand and acknowledge that this Agreement shall apply to myself and my Child as to my Child's attendance and participation at the STV German Language School and his/her or my presence on the STV Property now and at all times in the future unless and until this Agreement is superseded by a new written agreement prepared by the STV German Language School and/or Sacramento Turn Verein, Inc.**

**8. In signing the Release of Liability, Express Assumption of Risks, Indemnification and Hold Harmless Agreement, I hereby acknowledge and represent that I**

**have read this entire document; that I understand its terms and provisions; that I understand that it effects my legal rights and those of my Child; and that it is a binding agreement. I am signing it knowingly and voluntarily on behalf of myself and my Child.**

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

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Printed Name of Minor Child

\_\_\_\_\_  
Date of Birth of Minor Child