

General Release

RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT TO MEDICAL ATTENTION AND USE OF IMAGES

I understand that all Leadership Summit and recreational programs carry with them significant risks. Although C.L.A.S.S. Education ("C.L.A.S.S.") has taken reasonable and prudent steps to reduce foreseeable risks, they still exist. Accordingly, in exchange for allowing me to participate in the C.L.A.S.S. Leadership Summit (the "Summit"), to be conducted at and travel to locations including Parkside Elementary School, Holy Cross School in Indianapolis and locations within the Indianapolis Community, I, _____, (student's name) and _____, (student's Guardian) agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm my participation in the Summit is voluntary.
2. Identification of Risks. I understand that the Summit takes place at various locations. I understand that there are certain dangers, hazards, and risks inherent in Summit activities and in the activities included in the program and activity. I also understand that medical facilities or treatment may be inadequate or unavailable during portions of the Summit. I understand that my participation in the Summit may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. There may be other risks not known to C.L.A.S.S. and not reasonably foreseeable at this time. I understand that this release of liability, waiver, indemnification, and consent is intended to address all of the risks of any kind associated with my participation in any aspect of the Summit, including, particularly, such risks created by actions, inactions, or negligence on the part of C.L.A.S.S. or its directors, officers, employees, agents, volunteers, successors, or assigns.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Summit. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Summit.
4. Release and Waiver. I release C.L.A.S.S. and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Summit (a "Claim"), whether or not caused in whole or in part by the negligence or other misconduct of C.L.A.S.S. or any of the individuals mentioned above. I agree to hold harmless C.L.A.S.S., its agents, officers, employees and volunteers from any and all liability for injury, death, damage including but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the transportation, above described premises, it's entrances and exits, and surrounding areas, on or off Summit premises, for users purposes, regardless of whether such injury or damage results from the negligence of C.L.A.S.S. Education, Inc., its agents, officers, employees and volunteers or otherwise.
5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) C.L.A.S.S. and its directors, officers, employees, agents, volunteers, successors, and assigns, from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Summit, whether or not caused in whole or in part by the negligence or other misconduct of C.L.A.S.S. or any of the individuals mentioned above. This indemnification obligation shall survive any termination of this agreement.
6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of C.L.A.S.S., the Summit, and their respective directors, officers, employees, agents, volunteers, successors, and assigns.
7. Consent to Medical Treatment. I authorize and appoint C.L.A.S.S. and its representatives, each to act alone as personal representatives, to consent on my behalf to all emergency treatment, transportation and/or medical care (except elective surgery) of me should I require such assistance. This consent does not impose a duty upon C.L.A.S.S. or its representatives, to provide such assistance, transportation, or services. In the event that any medical treatment is needed including, not limited to, emergency treatment, transportation and/or medical care, I understand and agree that I am completely responsible for all costs incurred. Furthermore, I understand and agree to indemnify and hold harmless C.L.A.S.S. and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all costs associated with medical treatment should I require such assistance. This Limited Purpose Medical Power of Attorney shall continue until revoked by the undersigned or for (thirteen) 13 months after its date, whichever is earlier. Physicians or the hospital's medical staff may assume and rely that this authorization is currently in effect during such thirteen month period unless notified. I also authorize C.L.A.S.S., or representative, as Medical Power of Attorney to have medical information disclosed to the representative of their choice. This is in compliance with HIPPA Privacy Rules which defines a Required Disclosure as "A covered entity must disclose protected health information to individuals (or their personal representatives) specifically when they request access to, or an accounting of disclosures of, their protected health information"

8. Use of Images. By signature below, I grant to C.L.A.S.S., its successors and assigns, the right to use, publish (in any medium, but not limited to, print, digital, or display and transmission on the Internet), publicly display and perform (in any format, but not limited to, film, slide, television, digital display and/or transmission via social media on the Internet), and copyright for its fundraising, marketing, educational media project, and other commercial purposes (the "Project"), photographs and/or video-taped interviews of me (collectively, the "Multi-Media Works"). By signature below and in consideration for C.L.A.S.S.'s agreement to have the Multi-Media Works taken for the possibility of being featured in the C.L.A.S.S. Project, and the expense that it may incur in having the Multi-Media Works taken, processed, and produced, I release, on behalf of myself, C.L.A.S.S., its directors, officers, employees, agents, successors, assigns, and all persons acting under C.L.A.S.S.'s permission or authority, from any liability for, and waive any and all claims for injury, loss, damage, or compensation, or any other claims (including libel and slander, invasion of privacy, and violation of publicity rights) in any way connected with me, and arising out of C.L.A.S.S.'s use of the Multi-Media Works in its Project. Finally, by signature below, I waive any right that I may have to inspect or to approve the Multi-Media Works' finished product or other copy that C.L.A.S.S. may choose to use for the Project or in connection with other materials related to C.L.A.S.S., its business, and products. By signature below, I understand and agree to the terms above. I understand that I am giving up rights by signing it. I am signing it voluntarily.

9. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

10. Applicable Law. Because the C.L.A.S.S. Camp is conducted in the State of Indiana and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.

THIS IS A RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

In exchange for me/ my child being allowed to participate in the C.L.A.S.S. Summit I verify that I fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent. **I have read and understood the terms of this agreement.**

Date: Month _____ Day _____, 2020

Student's Signature _____ Date _____

Parent/Guardian's Signature _____ Date _____
(Must be signed by Student's Parent or legal Guardian)