



JAY AND ROSE PHILLIPS
Early Childhood Center
at the **BoulderJCC**

Child(ren's) Name(s) _____ **Date** _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY. All persons accessing the Boulder Jewish Community Center's (BJCC) site or participating in any BJCC programs must sign this Release (including minor participants 14 years of age or older). For participants and visitors under 18 yrs. of age, one of the parents or legal guardians of the participant or visitor (referred to in this Document as "parent") must also sign. This is important to you and any minor children, so do not sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

I, the undersigned, individually, and on behalf of any minor child listed below, release BJCC, its officers, directors, board members, managers, employees, volunteers, agents, lessors, independent contractors, other participants and/or others acting on its behalf, and all affiliated persons or entities (individually and collectively referred to in this Release as "BJCC") in accordance with the terms below. I (participant and/or parent of a minor participant, paid staff, volunteer, independent contractor or visitor and/or parent of a minor visitor) agree that this Release is effective immediately.

Participating in BJCC educational, instructional, agricultural, recreational and/or adventure activities includes risks. I **acknowledge that the inherent and other risks, hazards and dangers** (collectively referred to in this document as "risks") of these activities, whether known or unknown, can cause injury, damage, death or other loss to participant or others.

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE BJCC SITE FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH BJCC, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES BJCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, LESSORS, AND AGENTS (hereinafter referred to as "Releasees") FROM, AND COVENANTS NOT TO SUE THE RELEASEES OR, OR ANY OF THEM, FOR OR IN RESPECT OF, any liability to the undersigned, and the undersigned's personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore (including attorneys' fees and costs) on account of injury to the person or property or resulting in death of the undersigned, whether caused by the NEGLIGENCE of the Releasees 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 BJCC, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned, or listed minor children in, upon, or about the BJCC premises or in any way observing or using any facilities or equipment of BJCC or participating in any program affiliated with BJCC whether caused by the NEGLIGENCE of the Releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to NEGLIGENCE of Releasees or otherwise while in, about, or upon the premises of BJCC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with BJCC.

The foregoing paragraphs 1, 2, and 3 of this Release do not apply to any loss or damage, or to any claim or demands therefore (including attorneys' fees and costs), on account of injury to the person or property or resulting in death of the undersigned, caused by the GROSS NEGLIGENCE, or the WILLFUL or WANTON acts of the Releasees.

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 Colorado without regard to its conflict of laws rules 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 further expressly agrees that any mediation, suit or other proceeding must be filed or entered into only in Boulder County, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.

I authorize BJCC staff, volunteers or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility, and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation.



**FOR PARENTS/GUARDIANS OF PARTICIPANTS OR VISITORS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I/we, as parents/guardians with legal responsibility for the below listed participant(s) or visitor(s), do consent and agree to his/her release, as provided above, of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs or presence on BJCC's site as provided above, even if arising from their NEGLIGENCE, to the fullest extent permitted by law. I have instructed the minor participant(s) as to the above warnings and conditions and their ramifications. If this waiver is executed by electronic means, the parent, guardian or participant executing the same agrees with BJCC that by clicking "I agree" on the online application, this waiver shall be deemed to be an original waiver of the parent, guardian or participant for all purposes.

Child's Name (Please Print) _____ Date of Birth _____

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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.

BOTH PARENTS/GUARDIANS MUST SIGN, IF APPLICABLE

Parent A or Legal Guardian Signature Date _____

Parent A or Legal Guardian Printed Name Date _____

Parent B or Legal Guardian Signature Date _____

Parent B or Legal Guardian Printed Name Date _____