



**PARENTAL AUTHORIZATION WAIVER
ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

PLEASE NOTE: ONE RELEASE FORM IS NEEDED PER CHILD EACH ACADEMIC YEAR

This Parental Authorization Waiver, Assumption of Risk, and Release of Liability (the "Release") is executed by the undersigned parent or legal guardian (referred to as "I" or "me") on behalf of the minor child named below (the "Child"). A signed Release is required to voluntarily participate in activities sponsored by Terra Classical Theater, Inc., doing business as Terra Arts Foundation, a nonprofit California corporation located at 7702 Westminster Blvd., Westminster, CA 92683 ("Terra Arts"). Such activities include but are not limited to science projects and experiments, classes and other hands-on project-based learning, reading and comprehension workshops, spelling and grammar exercises, geography workshops, art projects such as drawing, painting, mixed media and jewelry making, enrichment programs, educational street fairs, theatre productions and field trips (collectively the "Activities"). In consideration of my Child's participation in the Activities and in recognition of Terra Arts' reliance on this Release, I agree, on behalf of myself, my Child, my heirs, and my personal representatives, to all of the terms and conditions contained in this Release.

ACKNOWLEDGEMENT OF RISK. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, ILLNESS, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT MY CHILD SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF TERRA ARTS OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES. I UNDERSTAND THAT TERRA ARTS CANNOT ELIMINATE THESE RISKS EVEN WITH THE USE OF REASONABLE CARE.

I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY ALLOWING MY CHILD TO PARTICIPATE IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED. I ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, PROPERTY DAMAGE, AND FINANCIAL LOSS ARISING FROM MY CHILD'S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF TERRA ARTS OR OTHERWISE. I CERTIFY THAT MY CHILD IS PHYSICALLY, MENTALLY, AND EMOTIONALLY ABLE TO PARTICIPATE IN THE ACTIVITIES IN WHICH THEY CHOOSE TO PARTICIPATE.

Release of Claims. I, on behalf of my Child, myself, my heirs, assigns, and personal representatives, expressly waive and release any claims which I or my Child may have, or which I may hereafter have, whether known or unknown, against Terra Arts, and its officers, directors, managers, volunteers, employees, agents, affiliates, members, successors, and assigns (collectively, the "Terra Arts Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my Child's participation in the Activities, whether arising out of the ordinary negligence of Terra Arts or any Terra Arts Releasees or otherwise. I agree not to make or bring any such claim against Terra Arts or any other Terra Arts Releasee. I forever release and discharge Terra Arts and all other Terra Arts Releasees from liability under such claims. This Release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liability that California law does not permit to be released by agreement.

(continued on following page)



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WAIVER OF CALIFORNIA CIVIL CODE Section 1542. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM WAIVING ANY CLAIMS ARISING OUT OF OR ATTRIBUTABLE TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES, INCLUDING THOSE CLAIMS THAT MAY BE UNKNOWN TO ME OR THAT I DO NOT SUSPECT TO EXIST AT THIS TIME. INTENDING TO WAIVE ALL UNKNOWN AND UNSUSPECTED CLAIMS, I EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Indemnification and Severability. I agree to indemnify, defend, and hold harmless Terra Arts and all other Terra Arts Releasees against any losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses including attorneys' fees), the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against Terra Arts or any other Terra Arts Releasees arising out of or resulting from any claim of a third party related to my Child's participation in the Activities, including any claims arising out of my own negligence or the ordinary negligence of Terra Arts or one or more Terra Arts Releasee. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole, to the full extent authorized by law.

Medical Treatment and Cost. I consent to my Child receiving necessary medical treatment from any licensed healthcare provider while participating in the Activities. I agree to be solely responsible for all costs related to such treatment, including transportation and emergency services. I release Terra Arts and other Terra Arts Releasees from any liability arising from the provision of medical treatment.

Payment. I acknowledge that I am responsible for the timely payment of all tuition fees and/or the submission of purchase orders for Activities, and that my account must be paid in full by the end of the academic year. I understand that if payment and/or purchase orders are not received by the 15th of each academic month, a late fee of \$25 per student per program will be applied to my account. Once the academic year is complete, if my balance is not paid in full by June 1, I authorize Terra Arts to charge any remaining balance, including applicable late fees, to the payment method on file through the original registration platform. I understand that Terra Arts reserves the right to send any unpaid balances to a collections agency.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS PARENTAL AUTHORIZATION WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TERRA ARTS FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY CHILD'S PARTICIPATION IN THE ACTIVITIES. I ACKNOWLEDGE THAT BEFORE SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT.