

WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of participation in activities in San Jose Learning Center ("SJLC"):

I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** SJLC, its officers, employees, and agents from liability from any and all claims resulting in personal injury, accidents or illness (including death), and property loss or damage, arising from, but not limited to, participation in any and all Activities on the premises particularly known as 490 West San Carlos Street, San Jose, CA 95110 and off premises during fields trips arranged and organized by SJLC ("Activities").

Assumption of Risk: I understand that participation in Activities is voluntary and that carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries or loss or damage of property.

Indemnification and Hold Harmless: I agree to INDEMNIFY AND HOLD SJLC HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activities and to reimburse SJLC for any such expenses incurred.

Severability: I further expressly agree that the forgoing waiver and assumption of risk Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, including Education Code Section 72640 and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read all previous paragraphs, including the Waiver of Liability, Assumption of Risk and Indemnity Agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activities and understand that I am giving up substantial rights, including my right to sue. I acknowledge my participation is voluntary, that I knowingly assume all such risks.

Illness or Injury: In the event of any illness or injury, I give full authority to the staff of SJLC to obtain such medical treatment from a licensed physician, paramedic or hospital as deemed necessary for my welfare. I accept that it is my responsibility to inform SJLC if I have special medical requirements.