

SUVIDHA INTERNATIONAL FOUNDATION

SPEECH & DEBATE PROGRAMS

WAIVER OF LIABILITY RELEASE OF CLAIMS,

INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT

The undersigned is participating in a voluntary Speech & Debate Programs and Competition sponsored by Suvidha International Foundation and the City of Rancho Cordova (“City”) in the City of Rancho Cordova (the “Program”), California. Participation in this Program is strictly voluntary, and all participants are bound by the terms of this Agreement. The programs will happen over online (Zoom) training sessions and Competition in-person at City Hall, Rancho Cordova.

1. I hereby agree to release, hold harmless, waive, and discharge Suvidha International Foundation, the City, its officers, officials, employees, agents, volunteers, and consultants from any and all liability, claims or causes of actions, loss, expenses, and costs (including attorneys’ fees) arising out of or in any way connected with the Program, or upon their acts or omissions, whether negligent or not. I understand and have been advised that I may have rights under Section 1542 of the California Civil Code, which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” I expressly waive any rights conferred on me and/or my child under California Civil Code section 1542, as well as any similar law of any state or territory of the United States.

2. I hereby release Suvidha International Foundation and the City, its officials, officers, employees, agents, volunteers, and contractors and waive all actions, claims and demands that I and/or my heirs, executors, representatives, insurers, attorneys, administrators or assigns may have or may hereafter have for any personal injury (including death), or property damage that I may directly or indirectly incur while participating in the Program including damage incurred as a result of any negligent act or omission of Suvidha International Foundation or the City, its officials, officers, employees, agents, volunteers, and contractors. I agree not to sue any of the released Parties on the basis of these waived and released claims. I understand that Suvidha International Foundation and the City would not permit me to participate in the Program without agreeing to these waivers and releases.

3. I further agree to indemnify, hold harmless, and defend, with counsel selected by Suvidha International Foundation or the City, Suvidha International Foundation, and the City, its officers, employees, agents, volunteers, and consultants from any and all claims, demands, actions, judgment, costs, attorneys’ fees, and damages of any kind for liability arising out of or in any manner related participation in the Program.

4. I agree to waive and release any claim against Suvidha International Foundation or the City, its officers, officials, agents, or volunteers arising out of any first aid, treatment, or medical service received by me, including the lack or timing of such, in connection with my participation in the Program.

5. I further agree that I will not be insured under Suvidha International Foundation’s or the City’s Workers’ Compensation policy.

6. I understand that activities associated with the Program have inherent risks that arise from my actions and inactions, and from the actions and inactions of Suvidha International Foundation and City officials, employees, officers, agents, or other participants. These risks may include attending sessions over online (zoom) and working with other participants; and other associated activities. I assume full responsibility

for any and all risks of bodily injury, death, or property damage caused by or arising directly or indirectly from my presence or participation in the Program, regardless of the cause.

7. While participating in the Program, I hereby authorize the taking of my picture, by photograph, movie, or videotape, or otherwise ("pictures") for use by the Suvidha International Foundation or the City. I hereby irrevocably consent to and authorize the use and reproduction of such pictures by Suvidha International Foundation and the City without compensation. I hereby waive any right to inspect or approve such pictures prior to use by Suvidha International Foundation or the City. 8. Specifically relating to the global COVID-19 Pandemic, participant acknowledges the highly contagious nature of COVID-19 and that exposure or infection may result in personal injury, illness, disability, and/or death of participant or others with whom participant may have contact, and participant voluntarily assumes the risk of exposure or infection by participating in the Program. Participant understands that the risk of becoming exposed to or infected by COVID-19 at such Program may result from the actions, omissions, or negligence of others who may attend the Program or their families, colleagues, or others with whom they may have had contact. Participant agrees that this release and agreement, including the waiver and indemnity portions hereof, encompasses any claims relating to COVID-19 based on the actions, omissions, or negligence of Suvidha International Foundation and the City, or either of their officers, officials, employees, agents, volunteers, and consultants, whether a COVID19 infection occurs before, during, or after participation in the Program.

8. Participants under the age of eighteen (18) shall have the waiver signed by a parent or legal guardian.

By signing below, I agree that I have carefully read this Waiver, Release, Indemnity, and Assumption of Risk Agreement and fully understand its contents. I am aware that this is a release of liability, and I sign it freely and voluntarily without inducement. I agree that no oral representation, statements, or inducement apart from this written agreement have been made.

Participant Name: _____

Participant Signature: _____ Date: _____

IF VOLUNTEER IS UNDER 18, PARENT OR GUARDIAN MUST SIGN BELOW

Participants under the age of eighteen (18) shall have the waiver signed by a parent or legal guardian. I _____, do hereby consent to allow my child, _____ to participate as a Participant with the Suvidha International Foundation and the City of Rancho Cordova, subject to all of the terms and conditions above. I further expressly agree, on behalf of my child and myself, to all of the terms and conditions above.

In case of a medical emergency, I hereby authorize calling a physician at my expense to provide whatever medical or surgical treatment is necessary. I understand that I will be notified as soon as possible in case of any emergency affecting my child.

Signature of Parent/Guardian: _____ Date: _____

Emergency Contact Information

Name: _____

Phone Number: _____