



RELEASE OF LIABILITY

Legal Guardian: _____
LAST FIRST EMAIL

Child 1: _____
LAST FIRST DATE of BIRTH

Child 2: _____
LAST FIRST DATE of BIRTH

I authorize my child to be allowed to participate in the JymBabies program of the Osher Marin Jewish Community Center (JCC). I understand that it is the responsibility of every individual or legal guardian to provide his or her own accident and health coverage while participating in all JCC activities.

I understand and fully accept that there are risks of physical injury involved in participating in early childhood programs and hereby expressly assume the risk that my child/ren may suffer injury as a result of their use of the Osher Marin JCC facilities, equipment or activities. I agree for myself and on behalf of my child/ren, guests, heirs, representatives, successors and assigns ("user parties") that the Osher Marin JCC, including its owners, partners, members, directors, officers, employees and agents ("the Osher Marin JCC parties") will not be liable for any damages or injuries that I or any of the User parties may suffer in or about the Osher Marin JCC. I agree for myself and on behalf of the User Parties that none of us will make any claim against, sue or attach the property of any the Osher Marin JCC party or affiliate thereof. I also agree that the Osher Marin JCC will not be liable for any loss, theft or damage to my personal property in or about the Osher Marin JCC.

I hereby authorize the JCC and its affiliates to use photographs, videos, likenesses or testimonials of my child for JCC marketing, including social media, and educational purposes unless otherwise indicated in writing.

I agree to resolve any and all claims, disputes or controversies arising out of or relating to usage of the Osher Marin JCC Early Childhood program exclusively by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules. This includes, but is not limited to, claims related to fee disputes, personal injury and any other claim which may be asserted under the law of contract and/or law of tort and/or asserting a public policy or Constitutional claim. The laws of the state of California shall govern the dispute, and arbitration shall be conducted in San Rafael, California.

I shall indemnify and hold harmless the Osher Marin JCC, and each of their agents, officers, directors, attorneys, and employees from any claim, action or proceeding (collectively referred to as "proceeding") brought in any jurisdiction against any of the foregoing persons resulting from any action, whether by negligence or otherwise, of myself, or guest parties at the Osher Marin JCC facilities. This indemnification shall include, but not be limited to, any damages, fees and/or costs awarded against the Osher Marin JCC and their parties, or any of the foregoing categories of persons, and costs of suit, attorney's fees, and any other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by myself or my child/ren, the Osher Marin JCC and/or any other person defending such proceeding. I shall further indemnify the Osher Marin JCC and their parties for all costs, fees and damages which the Osher Marin JCC and their parties may incur in enforcing this indemnification provision.

Child's Name

Signature of Legal Guardian PRINT NAME DATE