

**PARTICIPATION WAIVER, RELEASE
OF LIABILITY AND AGREEMENT TO INDEMNIFY**

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

_____ (the "JFS Intervention Coordinator"), from time to time offers community service programs, such as the Juvenile Firesetting Intervention Program (the "Program") for the benefit and education of its participants and other members of the community. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, in consideration for my being permitted to participate in the Program and any and all activities related to or in connection with this Program, it is hereby agreed as follows:

I. Acknowledgement of Minor Status. I hereby acknowledge that I am a minor who requires the permission of one of my parents or guardian to enter into this agreement, and represent and warrant that I have obtained all required permissions and consents from my parent or guardian to enter into this agreement, and expressly acknowledge and agree that the written permission of my parent or guardian, as set forth below, constitutes an integral part of an is of the essence of, this agreement.

II. Acknowledgement of Damage and Risks. I acknowledge and understand that my participation in the Program is a potentially hazardous activity which involves risks, inherent and otherwise, that cannot be eliminated and which may cause serious physical, mental, or emotional injury, illness, paralysis, or even death to myself or other persons and/or loss of or damage to my personal property. Some of these risks include, but are not limited to, negligence of any of the Released Parties (as defined below) or any other person involved with, participating in or watching the Program. **I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise,** related to my participation in the Program and acknowledge that I am voluntarily participating in the Program with full knowledge and awareness of such risks.

III. General Release and Waiver of Liability. Acknowledging that these risks exist, I (personally and on behalf of my heirs, successors and assigns) hereby irrevocably **RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE,** _____, The People's Burn Foundation of Indiana, Inc., VideoIndiana, Inc., and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, volunteers, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I or anyone on my behalf (including but not limited to my heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Program, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

IV. Agreement to Defend and Indemnify the Released Parties. I also agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, expenses, and attorney fees that I or anyone on my behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Program, or for my failure to comply with the terms of this Participation Waiver, Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

V. Representations and Agreement to Terms and Conditions. I also represent that: (i) I have read the foregoing Participation Waiver, Release of Liability and Agreement to Indemnify agreement; (ii) have been given an opportunity to ask questions about its contents; (iii) fully understand its contents and the waiver of legal rights contained therein; (iv) understand that the above release is intended to be as broad as permitted by applicable law; (v) voluntarily, and without any inducement, agree to the terms and conditions set forth therein; and (vi) in the case of the undersigned adult, that I am the parent or legal guardian of the Minor (as defined below).

VI. Governing Law. This document is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in Marion County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

By: _____
Print Minor's Name: _____
Date: _____
Date of Birth of Minor: _____

By: _____
Print Coordinator's Name: _____
Date: _____

PERMISSION OF PARENT(S) OR GUARDIAN OF MINOR

I. To induce _____ (the "JFS Intervention Coordinator"), to enter into the Participation, Waiver, Release of Liability and Indemnity agreement (the "Agreement") with _____ (the "Minor"), I represent to the JFS Intervention Coordinator that: (i) I am a natural parent or legal guardian of the Minor; (ii) I have not lost or surrendered any parental rights through adoption, court order or otherwise; (iii) I have read this agreement and have been given an opportunity to ask questions about its contents; and (iv) assent to the execution of this agreement, including, but not limited to, all conditions and other provisions relating to the Minor.

II. I hereby grant permission to Minor to enter into the Agreement and to participate in the Juvenile Firesetting Intervention Program (the "Program"), and said permission shall be deemed sufficient for the purposes of any applicable statute or law.

III. I acknowledge that JFS Intervention Coordinator is relying on my consent to the execution of the Agreement by Minor under my legal responsibility .

IV. **Acknowledgement of Damage and Risks.** I acknowledge and understand that Minor's participation in the Program is a potentially hazardous activity which involves risks, inherent and otherwise, that cannot be eliminated and which may cause serious physical, mental, or emotional injury, illness, paralysis, or even death to Minor or other persons and/or loss of or damage to Minor's personal property, or the personal property of other persons. Some of these risks include, but are not limited to, negligence of any of the Released Parties (as defined below) or any other person involved with, participating in or watching the Program. **I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise,** related to Minor's participation in the Program and acknowledge that minor is voluntarily participating in the Program with full knowledge and awareness of such risks.

V. I further guarantee, absolutely and unconditionally, the full performance by the Minor of his/her obligations under the agreement, and I agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND**, _____, The People's Burn Foundation of Indiana, Inc., VideoIndiana, Inc., and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, volunteers, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, expenses, and attorney fees that I, the Minor or anyone on my or the Minor's behalf (including but not limited to heirs, representatives, parents, legal guardians, or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to the Minor's participation in the Program, or for my or the Minor's failure to comply with the terms of this Agreement. This agreement to indemnify, hold harmless, and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability on negligence in any form of the Released Parties.**

VI. **Governing Law.** This document is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in Marion County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

Acknowledged and Agreed to:

By: _____

Print Parent or Guardian Name: _____