

KOREAN EMMANUEL PRESBYTERIAN CHURCH

WAIVER AND RELEASE OF ALL LIABILITY AGREEMENT

In consideration for being accepted by Korean Emmanuel Presbyterian Church ("KEPC") for participation in ALL youth group activities, including all activities on the property of KEPC as well as any KEPC youth group activities off the premises of KEPC ("Activity"), I, on behalf of myself (and my child), have voluntarily entered into this Waive and Release of All Liability Agreement ("Waiver"). I am aware that the attendance or participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that attendance or participation in the Activity could result in personal injuries (including death), sickness, expense, property loss, and/or damage (including loss of or damage to any personal property my child may bring to the Activity). I (and my child) hereby voluntarily accept and assume all risk from attending or participating in the Activity.

In consideration of being permitted to participate in the Activity, I (and my child) agree, on behalf of myself, my spouse, dependents, heirs, personal representative, and assignees, to hold harmless and indemnify KEPC and its employees, officers, directors, insurers, agents, contractors, servants, members, board members, and facility landlord (collectively referred to as the "Released Parties") from any and all liability, action, claims and demands of every kind and nature that may arise out of the Activity to the maximum extent permitted by law. Therefore, I am (and my child is) agreeing not to sue KEPC or the Released Parties for any personal injury or property damage, even if Released Parties' negligence contributed to the injury or damage, resulting from my child's and/or my attendance or participation in the Activity.

I (and my child) agree to release KEPC and the Released Parties from all claims, whether known or unknown. Therefore, I (and my child) specifically waive Section 1542 of 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.

The provisions of this Waiver are severable and if anyone or more provisions are determined to be unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions shall be binding and enforceable. Further, authorization and permission is hereby given to KEPC to furnish any necessary transportation, food and lodging for me (or my child) if necessary. Also, I give permission to KEPC to make photographs, slides, audio, video other recordings, or written text of me (or my child). Further, I authorize their use, for KEPC purposes, without inspecting or approving the finished product or its specific use. I hereby release to KEPC all rights to exhibit this work publicly or privately, including posting to the KEPC websites. I waive any rights I (or my child) may have to receive compensation or additional consideration.

If participant is under 18: I am the parent or legal guardian of this participant, and hereby grant my permission for him/her to participate fully in said Activity, and hereby give my permission for any adult representative of KEPC to take my child to a doctor or hospital and consent to medical treatment, including but not limited, to emergency surgery or medical treatment. I assume the responsibility of all medical bills, if any. Further, should it be necessary for my child to return home due to medical reasons, disciplinary action or otherwise, I hereby assume all transportation costs.

(Only participant needs to sign if 18 years of age or older. If under 18, a parent and participant must sign.)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT RELEASES KEPC AND RELEASED PARTIES FROM ALL LIABILITY RELATED TO MY (AND MY CHILD'S) ATTENDANCE AND PARTICIPATION IN THE ACTIVITY.

Print Name of Participant/Child

Print Name of Parent / Legal Guardian

Signature of Participant/Child

Signature of Parent / Legal Guardian

Date

Date