

VALLEY HOME SCHOOLERS, INC. Release and Waiver of Liability

Read carefully. This release and waiver of Liability ("Release") includes a release of liability and waiver of legal rights and deprives you of the right to sue Valley Home Schoolers, Inc., and other parties. Do not sign this release unless you have read it in its entirety. Seek the advice of legal counsel if you are unsure of its effect.

NOTICE: Participants in VALLEY HOME SCHOOLERS, INC. ("VHS"), will from time to time take part in field trips, clubs, classes, co-ops, sports, or other indoor and outdoor activities sponsored or promoted by VHS ("Activities"). Many of the Activities involve the risk of bodily injury, property damage, or other associated dangers. Each VHS participant who chooses to take part in one or more Activities ("Participant") does so voluntarily and agrees to assume the risks of the Activities. Accordingly, and as a condition of participation in any of the Activities, each adult Participant is required to read, understand and sign this Release and Waiver of Liability ("Release"), on behalf of him/herself and each minor child Participant of whom he/she is the parent or legal guardian. Each adult Participant must sign below only after any questions he/she has about the intent or meaning of this Release are answered by VHS representatives.

RELEASE AND WAIVER OF LIABILITY

I, the undersigned, intend to participate in VHS and its Activities (as defined in the Notice above). Accordingly, and in consideration of my and/or my minor child(ren) being allowed to participate in any one or more of the Activities, I unconditionally agree to release, waive, and hold harmless VHS, its members, volunteers, agents, officers, directors and insurers (collectively, the "VHS Released Parties") from and against any and all claims, demands, causes of action, damages or liabilities of any kind and character whatsoever, whether known or unknown, which I or my minor child/children shall or may have in the future against the VHS Released Parties arising out of, based on, or connected in any way with my or my minor child's/children's participation in any of the Activities. This Release does not, however, absolve the VHS Released Parties from any liability, claims or damages arising from their gross negligence or reckless conduct.

I have considered that if this Release were not as broad as it is, then not only would the cost for participation in the Activities be considerably higher, but also VHS representatives, who are all volunteers, would be reluctant to plan or direct the Activities that I find so valuable. Because I do not wish to pay higher costs and want VHS representatives to plan and direct Activities without an unreasonable fear of personal liability, I waive the right to bargain for different Release terms. In addition, I acknowledge that I was given this Release with sufficient time to review it, have any questions addressed, and consult with others if I deemed it necessary before signing. My signature below indicates my agreement to the terms of this Release. I understand that this Release is binding not only on me, but also on my spouse, personal representatives, executors, heirs, and next of kin.

ALL adult Participants must sign this Release; if a Participant is under 18 years of age, this document must be signed by that Participant's parent or legal guardian, and his/her minor Participant(s) must be listed below.

NOTE: A legal guardian must be court-appointed, so a chaperone or other supervising adult who is not court-appointed may NOT sign this Release for children merely under his or her supervision.

I represent and warrant that I have read this Release carefully; understand its terms and conditions; acknowledge that I will be giving up substantial legal rights by signing it (plus the rights of others, including without limitation the rights of my minor child/ren); acknowledge that I am submitting this Release freely and voluntarily, without any inducement, assurance or guarantee; and intend that my clicking the "I agree" box on the VHS online membership application is the legal equivalent of my hand-written signature and serves as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Release.