

Enumclaw + Black Diamond Tutoring Program

Waiver, Release of Liability, Indemnification and Consent to Medical Attention

In exchange for my being allowed to participate in the **Enumclaw + Black Diamond Tutoring Program** (the "Program"), a program administered by Village Tutors, I, and my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. **Voluntary Participation.** I understand and confirm that my participation in the Program is voluntary.
2. **Identification of Risks.** I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, or with the time I am involved in the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of Village Tutors or its directors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following:
 - (a) the use and condition of various premises, facilities, and equipment;
 - (b) the lack or inadequacy of policies, rules, or regulations of the Program;
 - (c) the failure of FFA to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with Village Tutors;
 - (d) the inadequacy or unavailability of medical facilities or treatment; or
 - (e) the lack or inadequacy of supervision.
3. **Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
4. **Release and Waiver.** I release Village Tutors and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of Village Tutors or any of the individuals mentioned above.
5. **Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Village Tutors and its directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of Village Tutors or any of the individuals mentioned above.

