ACC Home Schoolers Waiver of Liability, Assumption of Risks, and Indemnity Agreement

Name of Parent(s)/Guar	alan:	
Last Name	First Name	
Last Name	First Name	
Address:		
Home Phone:	Cell Phone:	
Email:		
Children/ Child's	s Name (all children in the home who may attend our activities)	Homeschooled
		Yes / No
		Yes / No Yes / No
		Yes / No
		Yes / No
		Yes / No
		Yes / No

<u>WAIVER</u>: In consideration of my child(ren) or ward or spouse or me being permitted to participate in any way in any and all activities of ACC Home Schoolers at the residence of any Member or at any and all locations where such ACC HOME SCHOOLERS activities take place (collectively, the "Activities"), I, for myself, my spouse, my child(ren) and/or ward, my heirs, personal representatives or assigns, do hereby agree not to sue, and release, waive, and discharge, ACC HOME SCHOOLERS, its directors, officers, staff members, employees, volunteers, advisors, property/facility owners, and/or agents, and/or their insurers, from liability from any and all claims including the negligence or default of ACC HOME SCHOOLERS, its directors, officers, staff members, employees, volunteers, advisors, property/facility owners, and/or agents, and/or their insurers resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activities.

ASSUMPTION OF RISKS: Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. While risks vary from one activity to another, specific risks can include, but are not limited to: (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones or teeth, asthma or heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activities, which may include but are not limited to field trips, Kickoff events, regularly scheduled ACC Home Schoolers meetings, picnics, swimming, museums, drama rehearsals/plays, family events, parties, Enrichment Day class activities including gym and karate classes or other such activities. I affirm that my participation and/or the participation of my spouse, my children or wards is voluntary and that I with full knowledge assume and accept all risks. I also understand that I may participate in activities that are not sponsored or supported by ACC HOME SCHOOLERS but are private activities of Members and that I assume all risks associated with such private activities ("Non-ACC HOME SCHOOLERS Activities").

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INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD ACC HOME SCHOOLERS, its directors, officers, staff members, employees, volunteers, advisors, property/facility owners, and/or agents, and/or their insurers, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of my involvement in the Activities or Non-ACC HOME SCHOOLERS Activities or both, and/or the involvement of my spouse, a minor child or ward of mine in the Activities or Non-ACC HOME SCHOOLERS Activities or both, in any location where Activities or Non-ACC HOME SCHOOLERS Activities or both are conducted, and of and from all claims which may hereafter develop or accrue to them on account of injury, loss or damage, which may be suffered by said minor, their parent or guardian or to any property, because of any matter, thing, or condition, negligence or default whatsoever, and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver, and assumption of risks, indemnification and hold harmless agreement is intended to be as broad and inclusive as is allowed by the law of the State of Ohio and that if any portion of this entire agreement is deemed invalid, it is agreed that the remainder shall continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this Wavier of Liability, Assumption of Risks, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I further acknowledge that I am fully and totally responsible for the above child(ren) and/or ward at all times while he or she is participating in any Activities sponsored by ACC HOMESCHOOLERS or at the homes of Members of ACC HOME SCHOOLERS or at any other locations or facilities where ACC Home Schoolers events take place.

I further agree that by signing below I am stating that I have read, understand and agree to this Waiver of Liability for myself, my spouse and my children named on this form.

Both parents and/or legal guardians must sign. Children who are 15 years or older must sign:

Signature _		
0 _	Father	Date
Signature _		
	Mother	Date
Signature _		
	Legal Guardian(s)	Date
Signature _		
	Legal Guardian(s)	Date
Signature _		
	Child(ren) (If 15 years old or above. Additional children may sign below)	Date

THE ACC HOME SCHOOLERS WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in activities at all ACC Home Schooler's activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility from the participation of my child; and,
- 3. I willingly agree to comply with the stated and customary terms and conditions of facilities where ACC Home Schooler's activities occur for my child's participation as regards to protection against infectious diseases. Failure to comply could result in removal from activities by the facility; and,
- 4. I, for myself and on behalf of my child/ward, hereby release and hold harmless and indemnify ACC Home Schoolers, their employees, and other participants, with respect to any and all illness, disability, death, or loss or damage to the person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
- 5. I understand that certain travel may increase risk of contracting and transmitting infectious diseases. The CDC recommends social distancing of at least 6 feet for a period of 14 days to anyone who has traveled to potentially affected areas of COVID-19.

 6. I understand that it is the responsibility of the parent(s)/guardian(s) to evaluate the flu-like symptoms (including COVID-19) of their own household prior to participation in ACC Home Schooler activities. I agree to take temperatures of household members at home before attending ACC Home Schooler's activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

List Name of participant(s) in the household	
PARENT/GUARDIAN CONSENT AND WAIVER OF L	JABILITY/INDEMNIFICATION AGREEMENT
This is to certify that I as parent/guardian, with legal respo	nsibility for this participant, have read and explained the provisions
	of presence and participation and his/her personal responsibilities for
	communicable diseases. Furthermore, I and my child/ward myself, my spouse, and child/ward do consent and agree to the
	pouse, and child/ward do release and agree to indemnify and hold
•	o my minor child's/ward's presence or participation in camp as
provided above, even if arising from their negligence to th	e fullest extent provided by law.
Name of parent/guardian:	Name of parent/guardian:
Parent/guardian signature:	Parent/guardian signature:
Date signed:	Date signed: