



Paths & Pages

Activities Consent, Release & Waiver of Liability *SUMMER 2020*

By signing below, you agree to the terms and conditions following this "Activities Consent, Release & Waiver of Liability Agreement". I affirm that I am a legal competent adult and that I am the Child's parent or legal guardian and have a right to contract for the minor. I acknowledge that I have carefully read this Activities Consent & Release of Liability, that I fully understand its contents, and that I am signing it voluntarily. If I wish to revoke any permission provided within, I must do so in writing.

Child's Name: _____ Child's Birth Date: _____

Parent/Legal Guardian's Signature: _____ Date: _____

Terms and Conditions

In consideration of my Child's participation in the Activities (defined below), I, on behalf of myself and my Child, acknowledge and agree as follows:

1. Voluntary Participation & Permission. I voluntarily choose to have my Child travel to and from, attend, and participate in activities organized, sponsored or otherwise administered by PATHS & PAGES ("**Activities**"), where such Activities routinely occur outdoors in nature and at various locations. My Child and I agree to abide by PATHS & PAGES policies and procedures in connection with the Activities. I give permission for my Child to participate in PATHS & PAGES Activities. I give permission for PATHS & PAGES to transport my child. ****COVID-19:** Participation in PATHS & PAGES Activities includes possible exposure to and illness from infectious diseases including but not limited to influenza and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I, on behalf of myself and my Child, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I assume full responsibility for my Child's participation. My Child and I willingly agree to comply with the stated and customary terms and conditions for participation regarding protection against infectious diseases. If, however, I (and/or my Child) observe any unusual or significant hazard during participation, I will remove myself (and/or my Child) from participation.

2. Assumption of Risk & Release of Liability. I am aware that participation in the Activities, including transportation and use of equipment, involves many inherent risks. I acknowledge that not all risk arising from the Activities can be eliminated, altered or controlled. These Activities occur outdoors in nature and may involve risks different from those encountered by children indoors and at home. By way of example and not limitation, the Activities may involve exposure to sun and other weather elements, hiking on uneven terrain, playing active outdoor games, encountering natural hazards, including local wildlife, insects, and poison oak. Participation in the Activities may cause physical and/or psychological injury, including, but not limited to, serious, permanent bodily injury, paralysis, illness (including infectious diseases like influenza & COVID-19) and/or death to my Child, or damage to my Child's or others' belongings. To the maximum extent permitted by law, I knowingly and freely assume all risks and hazards in the Activities, both known and unknown, whether caused by the action, inaction or active or passive negligence of PATHS & PAGES, LLC, Ashley Aurilio, together with their agents, directors, officers, employees, representatives and affiliates (collectively, the "**Released Parties**"), or by defects in equipment or instruction. I assume full responsibility for my Child's participation in the Activities.

GENERAL RELEASE. To the maximum extent permitted by law, my Child and I agree not to make a claim against or sue the Released Parties, and my Child and I release, forever discharge, and will hold harmless the Released Parties from and against all demands, actions, claims, rights, causes of action, losses, liability, damages, costs and expenses, including attorneys' fees arising out of or in connection with my Child's participation in the Activities, whether caused by the action, inaction or active or passive negligence of the Released Parties, my Child or any other party, or otherwise; provided, however, that this release does not apply to liability for gross negligence, willful injury, or fraud. Such release and waiver includes rights as may be held by any personal representatives, assigns, heirs, and next of kin of either my Child or I.

3. Indemnification & Hold Harmless. I agree to indemnify and hold harmless PATHS & PAGES, LLC, Ashley Aurilio, together with their agents, directors, officers, employees, representatives and affiliates, from and against any and all loss, damage, liability, claim, demand, action, judgment, settlement, cost and expense (including attorneys' fees and costs) (collectively, "**Losses**") resulting from claims, actions, demands or legal proceedings made against PATHS & PAGES, Ashley Aurilio, together with their agents, directors, officers, employees, representatives and affiliates (collectively, "**Claims**") which arise out of, or in connection with the participation of my Child in these Activities.



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4. Photo Release. I grant permission to PATHS & PAGES to take, use, distribute, modify, reproduce and publish photographs, video or audio recordings, or quotations of me and/or my Child, or in which I/we may be included, for editorial, marketing, promotional, advertising purposes by PATHS & PAGES, in any manner and medium without my further review or approval. PATHS & PAGES is not responsible for third party use of material that is copied or used without PATHS & PAGES's permission.

5. Health Insurance/Physician Consultation.

I understand that it is my responsibility to carry accident or medical coverage for my Child in connection with the Activities. I also acknowledge that prior to engaging in the Activities, I have been advised to consult with and receive the approval of a physician. I agree that my Child is in good physical condition and is able to participate in the Activities. In the event that an accommodation is requested, I am responsible for notifying PATHS & PAGES of such in writing. I will notify PATHS & PAGES of significant changes to my Child's medical history and status as reasonably relevant to my Child's participation in the Activities.

6. Consent for Medical Treatment.

In the event of a situation requiring medical or dental treatment (whether emergency or not), I grant permission for any and all reasonably necessary medical and dental care to be administered to my Child, until such time as I or the designated emergency contact can be contacted. This permission includes, but is not limited to, the administration of first-aid, CPR, or AED, the administration of an epinephrine auto-injector, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation of qualified and licensed medical or dental personnel. I authorize PATHS & PAGES to transport my Child in a personal vehicle in case of a medical emergency. I further authorize PATHS & PAGES to release my Child's personal information necessary for medical or insurance purposes. **I agree to release PATHS & PAGES and the Released Parties from any and all liability for medical or dental aid rendered, including any liability arising out of the negligence or any other act or omission by the Released Parties, to the maximum extent permitted by law.** I understand that I am responsible for all medical or dental expenses incurred for such aid.

7. Severability. I agree that this Activities Consent, Release & Waiver of Liability Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent/Legal Guardian Contact Information:

Printed Name: _____ Email: _____

Address: _____ Phone: _____

Parent/Legal Guardian Contact Information:

Printed Name: _____ Email: _____

Address: _____ Phone: _____

Emergency Contacts: (Adults other than Parent/Legal Guardian)

1. Printed Name: _____ Email: _____

Relationship: _____ Phone: _____

2. Printed Name: _____ Email: _____

Relationship: _____ Phone: _____