



### **GENERAL RELEASE OF LIABILITY, WAIVER, AND HOLD HARMLESS AGREEMENT**

On behalf of myself and my minor child(ren) identified below if applicable, including our heirs, successors, assigns, executors, administrators, representatives, or any other persons acting on our behalf or on behalf of our estate(s), and in consideration of our participation in programs at the Davis Arts Center, I do hereby enter into this Agreement in favor of Davis Arts Center and its directors, officers, agents, employees, representatives, volunteers, subsidiaries, affiliates, successors, assigns, vendors, contractors and all persons acting by, through, under or in concert with any of them (all referred to collectively herein as "Davis Arts Center" or "Released Parties") as of the date of my signature below. For myself and my minor child(ren), if any, and those persons acting on our behalf or on behalf of our estate(s) included above, I represent and agree as follows:

#### **1. Agreement/Authorization to Participate.**

I agree to participate (and/or I authorize my child(ren) to participate) in Davis Arts Center programs, which may include classes of various kinds (including classes that involve the operation of equipment), special events, camps, field trips, etc. This Agreement applies to all such activities and locations, during the school year and during the summer, for all sessions for which I and/or my child is registered, past, present, and future. A change of location or the addition of location(s) for any or all such activities does not invalidate this Agreement. This Agreement continues in effect indefinitely for so long as I (or my children) participate in Davis Arts Center programs or activities.

If this Agreement includes a child(ren), I understand my child(ren) is expected to attend all scheduled sessions and activities for which s/he is registered and be dropped off and picked up on time. If my child(ren) is unable to attend a scheduled session or activity for which he/she is registered, I will notify the program at least 24 hours in advance at [office@davisartscenter.org](mailto:office@davisartscenter.org) or 530-756-4100.

If this Agreement includes a child(ren), I understand that my child(ren) must be picked up from the program by an authorized person. In the event a person attempting pick-up is not listed on Davis Arts Center records as an authorized person, I understand that before my child(ren) is released, Davis Arts Center will require a verbal authorization from me, after which I will amend my pick-up Information in writing.

I understand that participation in the Davis Arts Center programs is a privilege, and my child(ren) is expected to follow the applicable expectations and instructions given by Davis Arts Center, as well as employees of any other location where an activity takes place. Failure to do so, in the sole discretion of Davis Arts Center, may result in suspension or dismissal from the program or activity.

#### **2. Virtual Sessions/Parent Responsibilities.**

Classes may, at times, be conducted virtually. When my child(ren) is participating in a virtual session, I assume sole responsibility to ensure s/he is adequately supervised at the place where s/he is located during all virtual sessions. I represent that I will make arrangements necessary for my child to be supervised to my full and complete satisfaction during all virtual sessions, and I assume all liability associated with the safety and wellbeing of my child at his/her location during all virtual sessions.

I, for me and my minor child(ren), hereby agree to hold harmless, defend, indemnify, and forever release and discharge Davis Arts Center/Released Parties from any and all liability, claims, demands, and causes of action arising out of the safety and wellbeing of my child at his/her location during all virtual sessions.



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### **3. Explicit Promotional/Photo Release.**

I understand that Davis Arts Center may take photos or videos of its programs, including photos and videos of me and/or my child(ren) participating in the program. I understand and agree that photos, videos, and other materials created by the Davis Arts Center are the exclusive property of Davis Arts Center and may be used by Davis Arts Center, in its sole discretion, for informational, educational, and promotional purposes, in any form or media whatsoever, including but not limited to brochures, flyers, newsletters, annual reports, powerpoints, websites and other social media sites such as Facebook, Twitter, Instagram, and other social media. I understand that Davis Arts Center may provide these photos and/or videos for informational and promotional purposes, in Davis Arts Center's sole discretion, to other promotional outlets belonging to third parties, including but not limited to television, newspapers, magazines, and social media outlets.

I hereby irrevocably consent to and authorize the use and distribution of the photos, videos, and materials described in this section without restriction, without compensation, and without the right to inspect or approve any such use.

I, for me and my child(ren), hereby agree to hold harmless, defend, indemnify, and forever release and discharge Davis Arts Center/Released Parties from any and all liability, claims, demands, and causes of action arising out of Davis Arts Center's/Released Parties' use of photographs, videos, or other materials created by Davis Arts Center for its informational, educational and promotional purposes.

### **4. Explicit Food & Environmental Allergy Notice and Release of Liability.**

I acknowledge and agree that Davis Arts Center cannot guarantee the program facilities and activities are free of nuts, other food allergens, and/or environmental allergens; that Davis Arts Center cannot guarantee that my child(ren) will not come into contact with food and/or environmental allergens while participating in a Davis Arts Center program or activity; and that participation in the program may involve food, activities, and persons that result in exposure to allergens and allergen-related injury.

Aware of and assuming such risks, I, for me and my minor child(ren), hereby agree to hold harmless, defend, indemnify, and forever release and discharge Davis Arts Center from any and all liability, claims, demands, and causes of action for damages, injury or death of my children in any way related to allergen exposure.

### **5. Medical Care.**

I acknowledge and agree that Davis Arts Center cannot administer any medications or medical treatment. If I, or my child(ren), appears to need emergency medical care at Davis Arts Center's sole discretion, Davis Arts Center will call 911 and notify me (in the case of my child(ren)), or my emergency contact (in the case of my own medical emergency) immediately. I will bear the cost of emergency care for me or my child(ren).

Aware of and assuming such risks, I, for me and my minor child(ren), hereby agree to hold harmless, defend, indemnify, and forever release and discharge Davis Arts Center/Released Parties, from any and all liability, claims, demands, and causes of action for damages, injury or death of me or my children in any way related to receipt of or failure to receive medication and/or medical treatment.



## **6. Code of Conduct**

At Davis Arts Center we strive for an inclusive, supportive, fun and creative art-making environment. Bullying, hitting, punching, verbal and physical abuse, as well as threatening, foul or obscene language or gestures will not be tolerated and may result in expulsion from programs.

## **7. COVID19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Davis Arts Center cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in its events. It is not possible to prevent the presence of the disease. Therefore, if you choose to participate in any in-person event hosted by Davis Arts Center, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

## **8. Cancellation and Refund Policy**

Full refund: 14 calendar days before class begins. Otherwise no refund.

Due to the current health crisis, we will consider late cancellations related to the COVID-19 pandemic, i.e. quarantine, isolation or flu-like symptoms. As we do this in good faith, we deeply appreciate the earliest cancellation notice possible.

Please do not attend Davis Arts Center programs if you have any COVID symptoms.

## **9. General Waiver, Release, and Indemnity.**

I acknowledge and agree that the terms of this Agreement apply to me and my child(ren)'s participation in any Davis Arts Center program at any time now or in the future and at any facility or premises owned, borrowed, leased, rented, maintained, operated or visited by Davis Arts Center, as well as any virtual activities related in any way whatsoever to the programs.

I, for me and my minor child(ren), for now and anytime in the future, acknowledge and agree that me and my child(ren) is/are participating in the program voluntarily and at my/his/her own risk. I, for me and my minor child(ren), agree that I will not hold Davis Arts Center/Released Parties liable for any negligence, alleged negligence, or other fault that results in personal injury, wrongful death, emotional distress, property damage, or other damage to me or my child(ren) (direct, indirect, punitive, incidental, consequential or other) during or in connection with Davis Arts Center programs or activities. I, for me and my minor child(ren), hereby agree to indemnify, defend, hold harmless, forever release and discharge Davis Arts Center/Released Parties from any and all liability, claims, demands, and causes of action in any way related to me or my child(ren)'s participation in Davis Arts Center programs or activities.

This Agreement/Waiver applies to any losses, costs or expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by me on the date of execution of this Agreement, may have materially affected my decision to execute this Agreement and specifically this Agreement.



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**Waiver of Civil Code Sec. 1542.** I am aware and understand that I may have rights under California Civil Code section 1542, which states 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."

I hereby knowingly and expressly waive any rights conferred under **Civil Code Sec. 1542**, as well as any similar law of any state or territory of the United States.

**10. Governing Law; Severability.**

This Agreement is governed by the laws of the State of California. I agree that the foregoing release is intended to be as broad and inclusive as permitted by California law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**11. Attorneys' Fees and Costs; Venue.**

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled from the non-prevailing party. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Yolo, State of California for any proceeding arising hereunder.

**12. Capacity.**

I am 18 years of age or older and sign this form voluntarily on my own behalf and/or if I am enrolling a child(ren), then voluntarily as a responsible parent or legal guardian on behalf of my minor child(ren) listed herein. I represent and warrant that I have full authority to do so.

**13. Voluntary Release.**

No promise, inducement, or agreement has been made to me to induce me to release the Released Parties from liability or to waive my rights referred to above except that I and my child(ren) may utilize the facilities, premises, and services of Davis Arts Center.

**I HAVE READ THE PROVISIONS AND VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS; I FURTHER REPRESENT THAT HE/SHE IS EXECUTING THIS AGREEMENT ON HIS/HER OWN BEHALF AND/OR AS A PARENT OR LEGAL GUARDIAN ON BEHALF OF THE MINOR CHILD(REN) IDENTIFIED HEREIN AND THAT ALL PROVISIONS OF THIS AGREEMENT SHALL PERTAIN TO MYSELF AND TO THE MINOR CHILD(REN).**

I understand I am giving up substantial rights, including my right to sue. I acknowledge that I am entering this Agreement freely and voluntarily and it is intended **to be a complete and unconditional release of all liability** to the greatest extent allowed by law.-