

SPARK Homeschool Co-op 2022/2023

Waiver of Liability, Assumption of Risks and Indemnity Agreement

WAIVER: In consideration of my child(ren) or ward(s) or me being permitted to participate in any way in any and all activities of SPARK Homeschool Co-op (“SPARK”) at any and all locations where such SPARK activities take place (collectively, the “Activities”), I, for myself, my child(ren) and/or ward(s), my heirs, personal representatives or assigns, **do hereby covenant not to sue, and release, waive, and discharge**, SPARK, its directors, officers, staff members, volunteers, advisors, property owners, and/or agents, from liability **and of and from any and all claims including the negligence or default of SPARK, its directors, organizers, officers, staff members, member families, volunteers, advisors, property owners, and/or agents**, 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. The specific risks vary from one activity to another, but the risks range from (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 without limitation parties, picnics, hiking, swimming, field trips to museums, plays, or parks, recitals, or practices. I hereby assert that my participation and/or the participation of my child(ren) or ward(s) is voluntary and that I knowingly assume and accept all risks. I also understand that I may participate in activities that are not sponsored or supported by SPARK but are private activities of Members and that I assume all risks associated with such private activities (“Non-SPARK Activities”).

INDEMNIFICATION AND HOLD HARMLESS: I also agree to **INDEMNIFY AND HOLD SPARK, its directors, officers, staff members, volunteers, member families, advisors, property owners, and/or agents, 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-SPARK Activities or both, and/or the involvement of a minor child(ren) or ward(s) of mine in the Activities or Non-SPARK Activities or both, in any location where Activities or Non-SPARK 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 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 permitted by the law of the State of Ohio and Kentucky, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this Waiver 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**.

Signature of Parent/Guardian of Minor

Printed Name

Date