

Waiver: In consideration of my child, _____, being permitted to participate in any way in class or activity, hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** ThinkingCAP, its officers, employees, and agents from liability **from any and all claims including the negligence of ThinkingCAP , its officers, employees and agents**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity. It is further understood and agreed that all rights under Section 1542 of the Civil Code of the State of New York and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in creditor's favor at the time of executing the release, which if known by him must have materially affected creditor's settlement with debtor.

Assumption of Risks: Participation in The Activity 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, heart attacks, and concussions 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 Activity. I hereby **assert that my child's participation is voluntary and that I knowingly assume all such risks.**

Also, I hereby grant the right to photograph or videotape my child during the performance and activities and my child's name to use for publicity and promotion. All materials will remain the property of ThinkingCAP and the student will not receive any remuneration for their use now or in the future.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD ThinkingCAP HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my child involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York 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 risk, 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 the 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.

Print Name of Parent/Guardian of Participant

Signature of Parent/Guardian of Participant

Print Name of Participant

Age

Date