

THE B-RELYT ORGANIZATION, INC.,

a California Non-Profit

RELEASE AND WAIVER OF LIABILITY FOR ALL AFTER SCHOOL CLASSES AND PROGRAMS

I understand, agree, and acknowledge that The B-RELYT Organization, dba Black Math Collective (“**B-RELYT**”) is a non-profit organization that seeks to educate and guide students in under-privileged communities, and B-RELYT is not a public service entity. B-RELYT staff member(s) provide private, voluntary after-school activities, classes, events, and programs (collectively, the “**Program**”) related to both students of B-RELYT and community students who have completed the Program application process and have accepted admission into the Program. I further acknowledge and agree that the placement of my child in the B-RELYT Program and my child’s participation in the Program is voluntary and that similar programs and educational and recreational experiences may be available to me and my children through the public schools and/or other entities.

In consideration for participation in the any or all aspects of the B-RELYT Program, I/we, on behalf of myself/ourselves and my/our minor child, agree to release, hold harmless and indemnify, their employees, officers and agents, from any loss, cost, damage and/or expense of any nature, including all attorneys’ fees and costs which I/we or my child may have resulting, either directly or indirectly, from my/our child’s participation in B-RELYT's Program or other voluntary athletic, academic, or other extracurricular programs or activities.

I/we give permission for our son/daughter to participate in all school activities, and do forever release B-RELYT and all staff members (and their respective officers, directors, shareholders, employees, volunteers, agents, heirs, successors, and assigns) from any and all actions, all known and unknown personal injuries or property damage of said minor arising out of said activities, and also all claims or right of action for damages which said minor has or hereafter may acquire.

I/we also have made arrangements to secure timely pick up of my/our child at the conclusion of each scheduled Program event, meeting, or class, or session.

I/we understand, agree, and acknowledge that B-RELYT and all staff members are not insurers against injury or harm that may befall a student while traveling to or from and participating in the Program.

I/we recognize and acknowledge that B-RELYT and all staff members make no guarantees, warranties, representations, or other promises relative to the Program, including but not limited to academic performance, progress, or results, and assumes no liability or responsibility for

injury or property damage that the participant may sustain as a result of participation in the activity.

I/we further understand and agree that this Release is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the remainder shall continue in full force and legal effect.

I/we consent to first aid, emergency medical care, and, if necessary, admission to a hospital for such care or treatment for injuries that participant may sustain while participating in any events associated with after school classes.

I/we understand that I/we will be notified if my/our child's behavior interferes with the Program, and that further disciplinary problems may result in his/her expulsion from the Program. This release and waiver shall remain in effect while my/our child is participating in the Program. I/we understand that I/we may revoke my consent in writing. However, if I/we do so my child will no longer be permitted to participate in the Program.

SECTION 1542 WAIVER

This Release is intended as a full and complete release and discharge of any and all claims that the undersigned may have against B-RELYT and all staff members (and their respective officers, directors, shareholders, employees, volunteers, agents, heirs, successors, and assigns). In making this release, the undersigned intends to release each of B-RELYT and all staff members (and their respective officers, directors, shareholders, employees, volunteers, agents, heirs, successors, and assigns) from liability of any nature whatsoever for any claim of damages or injury or for equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to him. The undersigned expressly waives all rights under Section 1542 of the California Civil Code, which the undersigned understands provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. The undersigned acknowledges that he or she may discover facts different from or in addition to those that he now believes to be true with respect to this Release. The undersigned agrees that this Release shall remain effective notwithstanding the discovery of any different or additional facts.

MEDIA/PHOTO RELEASE:

q I give permission for my child to be photographed or videotaped as part of his/her involvement in the B-RELYT sponsored after school program. I also give permission for his/her photo and/or image to be used in publications and/or promotional material associated with the B-RELYT Program.

q I do not give permission for my child to be photographed or videotaped as part of his/her involvement in the B-RELYT Program. I also do not give permission for his/her photo and/or image to be used in publications and/or promotional material associated with the B-RELYT Program.

PARTICIPANT:

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent that I am of legal age and have read this document in its entirety, understand it, and sign it voluntarily.

DATE _____

SIGNATURE _____

NAME _____

PARENT/GAURDIAN:

Participants who are under 18 years of age, or not legally competent, must sign above, and also must obtain the signature of a parent or legal guardian below:

I certify that I am the parent or legal guardian of the above-named participant. On behalf of myself and my spouse, partner, co-guardian or any other person who may represent the participant, I have read the above agreement, I understand its contents, assent to its terms and conditions, and sign it of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation, and I hereby give my consent to participation by my dependent, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend B-RELYT and all B-RELYT Staff Members from and against all claims, demands or suits that my dependent has or may have.

DATE _____

SIGNATURE _____

NAME _____

DATE _____

SIGNATURE _____

NAME _____