

ACC HS Waiver of Liability, Assumption of Risks, and Indemnity Agreement

WAIVER: In consideration of my child(ren) or ward or spouse or me being permitted to participate in any way in any and all activities of ACC Home Schoolers at the residence of any Member or at any and all locations where such ACC HOME SCHOOLERS activities take place (collectively, the "Activities"), I, for myself, my spouse, my child(ren) and/or ward, my heirs, personal representatives or assigns, do hereby agree not to sue, and release, waive, and discharge, ACC HOME SCHOOLERS, its directors, officers, staff members, employees, volunteers, advisors, property/facility owners, and/or agents, and/or their insurers, from liability from any and all claims including the negligence or default of ACC HOME SCHOOLERS, its directors, officers, staff members, employees, volunteers, advisors, property/facility owners, and/or agents, and/or their insurers 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. While risks vary from one activity to another, specific risks can include, but are not limited to: (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 but are not limited to field trips, Kickoff events, regularly scheduled ACC Home Schoolers meetings, picnics, swimming, museums, drama rehearsals/plays, family events, parties, Enrichment Day class activities including gym and karate classes or other such activities. I affirm that my participation and/or the participation of my spouse, my children or wards is voluntary and that I with full knowledge assume and accept all risks. I also understand that I may participate in activities that are not sponsored or supported by ACC HOME SCHOOLERS but are private activities of Members and that I assume all risks associated with such private activities ("Non-ACC HOME SCHOOLERS Activities").

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD ACC HOME SCHOOLERS, its directors, officers, staff members, employees, volunteers, advisors, property/facility owners, and/or agents, and/or their insurers, 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-ACC HOME SCHOOLERS Activities or both, and/or the involvement of my spouse, a minor child or ward of mine in the Activities or Non-ACC HOME SCHOOLERS Activities or both, in any location where Activities or Non-ACC HOME SCHOOLERS 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, their parent or guardian 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 allowed by the law of the State of Ohio and that if any portion of this entire agreement is deemed invalid, it is agreed that the remainder shall 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.

I further acknowledge that I am fully and totally responsible for the above child(ren) and/or ward at all times while he or she is participating in any Activities sponsored by ACC HOMESCHOOLERS or at the homes of Members of ACC HOME SCHOOLERS or at any other locations or facilities where ACC Home Schoolers events take place.