

Kearney Homeschool Co-op: Waiver of Liability, Assumption of Risks, and Indemnity Agreement

WAIVER: In consideration of my child(ren), ward(s), or myself being permitted to participate in any way in any and all activities of Kearney Homeschool Association, d/b/a/ Kearney Homeschool Co-op (Hereinafter sometimes referred to as “KHC”), at Crossroads Community Church or at any and all locations where such KHC activities take place (collectively, hereinafter sometimes referred to as the “Activities”), I, for myself, my child(ren) and ward(s), my heirs, estate, personal representatives or assigns, do hereby indemnify and hold harmless, and release, waive, and discharge, KHC, its directors, board members, officers, staff members, volunteers, advisors, property owners, and/or agents, from liability and from any and all claims including the negligence of KHC, its directors, board members, 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, including but not limited to, things such as (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, classes, field trips to museums, plays, or parks, recitals, or practices. I hereby assert that my participation and the participation of my child(ren), and 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 KHC but are private activities of Members and that I assume all risks associated with such private activities (“Non-KHC Activities”). While Non-KHC Activities may be addressed by KHC, in order to allow our members to know of opportunities occurring in the homeschooling community in general, KHC as an entity and its agents do not endorse any non-KHC Activities.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless KHC, its directors, board members, officers, staff members, volunteers, member families, advisors, property owners, Crossroads Community Church and/or agents of the above, 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 and Non-KHC Activities, and the involvement of a minor child(ren) or ward(s) of mine in the Activities and Non-KHC Activities, in any location where Activities or Non-KHC Activities 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 myself or 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 Missouri, 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 and fully understand its terms. I have had an opportunity to have private counsel review it, if I so wished. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature a complete and unconditional release of all liability to the greatest extent allowed by law. I furthermore state that I have the legal right to sign on behalf of any minor children that I have enrolled in KHC.

Signature (As an Individual)

Printed Name

Date

Signature (As a Parent/Guardian)

Printed Name

Date

(You need to sign as an individual, and also if you have minor children as a parent/guardian. Any co-op member 18 years or over must sign this form to participate in the Kearney Homeschool Co-op.)