

BRUIN COUNTRY WOODTURNERS INC.

WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION for being permitted to obtain membership and participate in the woodworking activities and services provided by Bruin Country Woodturners at the facilities of Santa Clara Unified School District including, but not limited to using hand tools, blades, saws, power tools, glue, woodworking equipment and/or use of the property, facilities and/or other products or services, the undersigned for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Santa Clara Unified School District for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

- **Agree to Follow Directions:** the undersigned hereby agrees to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions, whether written or oral, given by the Santa Clara Unified School District, its employees, teachers, assistants or agents.
- **Safety Procedures:** the undersigned hereby agrees and understands that certain safety procedures are required in order to reduce the dangers involved in woodworking. The undersigned agrees to wear eye protection and to use such other safety equipment as may be required by the Bruin Country Woodturners and/or Santa Clara Unified School District. The undersigned will abide by all safety rules, requirements, instructions and suggestions set forth by teachers, assistants or agents of the Bruin Country Woodturners and Santa Clara Unified School District. The undersigned will submit a signed copy of this approval to an officer of the Bruin Country Woodturners upon obtaining membership and prior to participating in any activities of the organization.
- **ASSUMPTION OF RISK, WAIVER, AND RELEASE. THE UNDERSIGNED IS AWARE AND UNDERSTANDS THESE ACTIVITIES INVOLVE AN ELEMENT OF RISK AND DANGER OF ACCIDENTS, PERSONAL INJURY, DEATH AND PROPERTY DAMAGE AND THE UNDERSIGNED KNOWINGLY ASSUMES THOSE RISKS.**

- IN FURTHER CONSIDERATION OF BEING PERMITTED TO BECOME A MEMBER OF BRUIN COUNTRY WOODTURNERS AND ENTER THE SANTA CLARA UNIFIED SCHOOL DISTRICT FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE ORGANIZATION OR THE DISTRICT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Bruin Country Woodturners, its officers, affiliates, or agents and the Santa Clara Unified School District, its directors, officers, employees, volunteers, affiliates, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his/her/their personal representatives, assigns, heirs, and next of kin for any loss, damages, liabilities, obligations, settlements, judgments, costs, expenses (including without limitation reasonable attorney's fees) and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence (whether passive or active) of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participation in any program affiliated with Bruin Country Woodturners or the Santa Clara Unified School District, with the sole exception of injuries or death which arise out of the sole gross negligence or willful misconduct of the Santa Clara Unified School District.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PROVIDED BY LAW the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Santa Clara Unified School District premises or in any way observing or using any facilities or equipment of the Santa Clara Unified School District or participation in any program affiliated with the Bruin Country Woodturners or the Santa Clara Unified School District whether caused by the negligence (whether passive or active) of the releasees or otherwise, with the sole exception of injuries or death which arise out of the sole gross negligence or willful misconduct of the Santa Clara Unified School District.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of the Santa Clara Unified School District and/or while using the premises or any facilities or equipment thereon or

participation in any program affiliated with the Bruin Country Woodturners or th Santa Clara Unified School District with the sole exception of injuries or death which arise out of the sole gross negligence or willful misconduct of the Santa Clara Unified School District.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND UNDERSTAND THE TERMS OF THIS AGREEMENT.

Date: _____ Signature: _____

Name: _____