



PASADENA HUMANE YOUTH SUMMER CAMP WAIVER AND AGREEMENT TO PARTICIPATE

Name: (Please Print) \_\_\_\_\_ ("Participant").

Waiver: In consideration of Participant's attendance at and participation in the youth summer camp ("Camp") to be held at the facilities of Pasadena Humane, a California non-profit corporation ("Pasadena Humane") located at 361 S. Raymond Avenue, Pasadena, CA 91105 (the "Site"), Participant and his/her Parent/Guardian, on behalf of Participant, Participant's heirs, personal representatives or assigns, enters into this Waiver and Agreement to Participate (the "Agreement") as follows:

Assumption of Risks: All physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. Some activities at and related to the Camp involve exertions of strength, kneeling, squatting, and other activities. There will be off-site walking field trips to local outdoor spaces and parks with or without the animals which may expose participants to risks at those locations and while traveling to and from the Site.

The Camp will also expose participants to animals with behavior that is sometimes unpredictable and some animals are capable of inflicting serious personal injury or death, as well as extensive property damage. Knowing the risks of handling domestic animals, nevertheless, participants and Parent/Guardian assume those risks. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as scratches, cuts, and bruises, to (2) major injuries such as bite wounds to (3) catastrophic injuries including death. Participant and Parent/Guardian also understand that Participant may expose others, or may be exposed, to contagious diseases such as Covid-19, MRSA, influenza, chicken pox or measles. While particular protocols and personal discipline may reduce the risk, Participant and Parent/Guardian recognize that there are certain inherent risks associated with participation in the Camp.

Participant and Parent/Guardian have read the previous paragraph and (1) understand the nature of the activities at and related to the Camp, (2) understand the unpredictable behavior of domestic animals, and (3) appreciate the types of illnesses and injuries which may occur as a result of activities made possible by Pasadena Humane. Participant and Parent/Guardian hereby assert that participation is voluntary and that Participant and Parent/Guardian knowingly assume all such risks.

Suitability of Activities: Participant and Parent/Guardian acknowledge that the Camp is not the type of event or activity that is suitable for intense public regulation. The Camp, while enjoyable for Participant and in certain circumstances the general public, is not a matter of great importance to the public or a matter of practical necessity. The Pasadena Humane does not hold itself out as willing to allow any member of the public to participate in the Camp. The Pasadena Humane does not possess any particular bargaining strength over Participant with regard to negotiating arrangements for participation in the Camp.



Voluntary Nature of Activities: Participant further acknowledges that Participant has voluntarily and without compulsion by Pasadena Humane, decided to participate in the Camp. As a condition to Participant participating in the Camp, Pasadena Humane requires Participant to execute and deliver this Agreement. Except as set forth herein, Pasadena Humane has made no representation or warranty, express or implied, of any kind whatsoever relating to the subject matter of this Agreement.

Indemnification and Hold Harmless: Participant and Parent/Guardian also agree to HOLD HARMLESS AND INDEMNIFY Pasadena Humane, from all claims, damages, liabilities, costs and expenses, including attorneys' fees, that Pasadena Humane may incur as a result of or in any way related to Participant's travel to and from, presence at and/or participation in the Camp, excepting such claims caused by the sole gross negligence of Pasadena Humane. Further, Participant and Parent/Guardian agree to hold harmless and indemnify Pasadena Humane from all claims and amounts related to legal and other action brought against Pasadena Humane for damages caused by Participant (for example, for damages caused by Participant while fighting with another participant at the Camp or destruction of property at the Site).

----- (Participant Initials)

Damages: Participant and Parent/Guardian agree to pay for all damages to the Pasadena Humane facilities at the Site caused by any negligent, reckless, or willful actions by Participant.

----- (Participant Initials)

Waiver of Legal Action: PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO COMMENCE LEGAL ACTION AGAINST PASADENA HUMANE, AND/OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, ATTORNEYS' FEES, COSTS AND EXPENSES, IN ANY WAY RESULTING FROM OR OTHERWISE RELATED TO THE CAMP ACTIVITIES, INCLUDING WITHOUT LIMITATION ANY DEATH, BODILY INJURY OR PROPERTY DAMAGE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

----- (Participant Initials)

Section 1542 of the Civil Code: Participant waives the provisions of Section 1542 of the California Civil Code and any other similar provisions of applicable laws, which section reads 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."

----- (Participant Initials)

Severability and Venue: Participant and Parent/Guardian further expressly agree that this 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 remaining portion of this Agreement will continue in full legal force and effect. Also, Participant and Parent/Guardian agree that in the event of any dispute under or relating to the terms of this Agreement or any breach thereof, such dispute shall be submitted to arbitration before the American Arbitration Association ("AAA") in accordance with the Arbitration Rules regarding disputes thereof, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. The arbitrability of any dispute hereunder shall be determined by the arbitrator. The determination of the arbitrator shall be final and binding on the parties hereto and not appealable, except as otherwise provided by California

Code of Civil Procedure §§1285, et seq. Such arbitration will take place at the AAA office located nearest to Pasadena, California.

Consent to Treatment: AS PARTICIPANT'S PARENT/GUARDIAN, I/WE HEREBY CONSENT TO TREATMENT OF MY/OR MINOR CHILD FOR ANY AND ALL MEDICAL PROCEDURES DEEMED NECESSARY AS A RESULT OF ACCIDENT OR INJURY AT THE CAMP. I/WE FURTHER AGREE TO PAY ANY AND ALL COSTS INCURRED AS A RESULT OF SAID TREATMENT.

----- (Participant Initials)

Acknowledgement of Rules and Standards of Conduct: Participant and Parent/Guardian understand that the Site and the Camp have rules and standards of conduct, posted warnings and will receive oral instructions or directions by Pasadena Humane or the employees, representatives or agents of Pasadena Humane, and Participant and Parent/Guardian agree to abide by these rules and standards, warnings, oral instructions and directions for the safety of all persons on-Site, staff, and all participants.

----- (Participant Initials)

Waiver of Media Rights: Participant and Parent/Guardian hereby grant to the Released Parties the right, but not the obligation, to photograph, film, record and otherwise use Participant's name, likeness and/or any other aspects of Participant's persona in connection with the Camp and exploitation of the Camp, as well as in connection with any programs of similar nature hosted or organized by the Released Parties or any of their licensees (collectively, with the Camp, the "Programs"), whether in print or digital media.



# PASADENA HUMANE

Participant and Parent/Guardian understand, acknowledge and agree that the Released Parties are and shall be the sole and exclusive owners of all rights, title and interest in and to the Programs, and any derivative works thereof, and any photographs, video tape, or recordings, whether in analog or digital format, made or taken of Participant in connection with Participant's involvement with or appearance on the Programs. Participant and Parent/Guardian waive the opportunity or right to inspect or approve the use of such materials in connection with the Programs or any of the uses to which it or they, or any derivative works thereof, may be put.

Participant and Parent/Guardian agree that they shall not receive and Participant and Parent/Guardian hereby waive any right to and any and all claims for compensation and consideration of any kind arising out of Participant's voluntary involvement with or appearance on the Programs and represent that no other party is entitled to compensation as a result of the use of Participant's appearance in connection with the Programs and any derivative works thereof. Participant and Parent/Guardian waive and release all claims to any and all proceeds and revenues derived from the Programs and any derivative works thereof, and agree that such proceeds and revenue are the sole property of the Released Parties.

Emergency Contact: In case of an emergency, please call \_\_\_\_\_  
(Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_  
(Evening).

Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this Agreement and fully understand its terms. Participant and Parent/Guardian understand that participant is giving up rights, including the right to compensation for injury resulting from the negligence of Pasadena Humane. Participant and Parent/Guardian acknowledge that they are signing this Agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of California.

In signing this Agreement as parent or guardian, I acknowledge that I am consenting to Participant's participation in the Camp at the Site and acknowledge that I understand that any and all risks, including that of negligence, whether known or unknown are expressly assumed by Participant and Parent/Guardian and all claims, whether known or unknown, are expressly waived in advance.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_