***WAIVER AND RELEASE OF LIABILITY***

In consideration of the risk of injury while participating in activities with The Hybrid Learning Co, and as consideration for the right to participate in any activities, I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the parent/guardian of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation, and do hereby release and forever discharge Jeanne Hotchkiss, Misty Martin and The Hybrid Learning Co, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, as well as Lakepoint Community Church and Oakland Church for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that may be suffered as a direct result of participation in the any classes, activities, or field trips including traveling to and from an event organized by or related to The Hybrid Learning Co/Jeanne Hotchkiss/Misty Martin.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY**

**AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I**

**AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS**

**WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE**

**NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING,**

**ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY**

**(INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I**

**UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY**

**OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE**

**CONDITION OF THE ACTIVITY LOCATION (S). NONETHELESS, I ASSUME ALL**

**RELATED RISKS, EITHER KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless Jeanne Hotchkiss/Misty Martin/Oxford/The Hybrid Learning Co as well as Lakepoint Community Church and Oakland Church against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If any of the aforementioned entities incur any of these types of expenses, I agree to reimburse that entity for all expenses.

I acknowledge that Jeanne Hotchkiss/Misty Martin/The Hybrid Learning Co and their onsite locations, directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Jeanne Hotchkiss/Misty Martin/The Hybrid Learning Co.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND**

**RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I**

**EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE HYBRID LEARNING CO, LAKEPOINT COMMUNITY CHURCH, AND OAKLAND CHURCH AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF,**

**VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND**

**ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE**

**TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST JEANNE HOTCHKISS/MISTY MARTIN/THE HYBRID LEARNING CO AND LAKEPOINT COMMUNITY CHURCH AND OAKLAND CHURCH FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Jeanne Hotchkiss/Misty Martin/The Hybrid Learning Co, its agents, and employees as well as Lakepoint Community Church and Oakland Church.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I must carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Minor Child (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date