

## IMAGINE HOMESCHOOL COMMUNITY

### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the activities of Imagine Homeschool Community and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Imagine Homeschool Community, its members, participants, officers, servants, agents, and employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any member of my immediate family, or to any property belonging to me or to members of my immediate family, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in an Imagine Homeschool Community activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, my immediate family members and I can fully participate in all activities. I am fully aware of risks and hazards connected with said activities, including but not limited to the risks as noted herein, and we hereby elect to voluntarily participate in said activities, and to enter the above-named premises and engage in such activity knowing that the activities may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or any member of my immediate family, or any loss or damage to property owned by me or a member of my immediate family, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due my participation and the participation by members of my immediate family, in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Kansas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Participant (Parent 1)

\_\_\_\_\_  
Participant (Parent 2)