

# San Diego Hua Xia Chinese School Terms & Conditions

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## I. Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Student Name: \_\_\_\_\_ (indicated in the registration) Chinese Class of: \_\_\_\_\_ (indicated in the registration)

My child ("student") intends to participate in San Diego Hua Xia Chinese School (SDHXCS) ("School") sponsored activities, classes, and programs, including but not limited to, academic classes such as Chinese language classes, enrichment classes, sports programs, field trips, arts programs, student activities, and community service throughout his/her whole tenure at SDHXCS. I understand that my child will not be able to participate in any School activities, classes, and programs without a completed form on file.

### ASSUMPTION OF RISK

I hereby give my full consent and permission for my child to participate in School activities, classes, programs, and including any transportation provided by the School. As consideration for the School allowing my child to participate, I agree to all of the terms and conditions set forth in this Agreement. I assume all risks arising out of, or relating to, my child's participation in School activities, classes, and programs on and off campus. I specifically acknowledge that certain School activities, classes, and programs may involve greater risks. Sports such as, but not limited to, football, baseball, soccer, basketball are contact sports involving even greater risk of injury than other sports. I acknowledge even if my child follows all directions and exercises the utmost personal care there will remain irreducible inherent risks to participation in these activities and accept these risks on behalf of my child. I acknowledge that the risks to my child include, but are not limited to, personal injury (including emotional/psychological harm), serious bodily harm (e.g. serious injury to bones, joints, muscles, tendons, and other skeletal components, neck or spinal injury, exertion, and dehydration), permanent and temporary disability, complete or partial paralysis, and death. I acknowledge that, during his/her participation in School activities, classes, and programs, my child may be exposed to substandard facilities and equipment, unforeseen circumstances and occurrences, including, but not limited to, illnesses, accidents, weather conditions, large crowds, terrorist attacks, the need to use third-party vehicles, and other unusual events and situations. Additional risks to my child include, but are not limited to, damage or loss to personal property or other economic damage and loss. I agree that my child will also assume these risks and any other risks arising out of, or relating to, their participation in School activities, classes, and programs. Consequently, the School, its directors, officers, teachers, employees, agents and volunteers will exercise judgment regarding the extent of direct supervision afforded the students on an age-appropriate basis. I accept the potential risks associated with this practice. This waiver and assumption of risks will remain in effect at all times while the above named student is engaged in any School activity, class, and program.

### WAIVER OF LIABILITY

To the full extent permitted by law, I voluntarily release and covenant not to sue SDHXCS, its directors, officers, teachers, employees, agents, representatives, coaches, and volunteers ("the Released Parties") from any and all claims and liabilities that arise out of, or relate to, my child's participation in School activities, classes, and programs on and off campus, including the driver of any vehicle in which the above student may be riding while engaged in the program. The terms thereof shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family. I understand, however, that through this Agreement I am not releasing the Released Parties from any injury my child suffers as a direct result of the Released Parties' intentional misconduct or gross negligence.

### INDEMNIFICATION AGREEMENT

I agree to indemnify the Released Parties for any and all claims and liabilities that might be alleged against the Released Parties arising out of or relating to my child's reckless disregard or intentional misconduct associated with School activities, classes, and programs. The undersigned further expressly agrees that the foregoing waiver, assumption of risk and indemnity/hold harmless 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 Agreement supersedes and replaces all prior negotiations and agreements proposed or otherwise, written or oral, concerning the subject matter hereof. This is a fully integrated agreement. To be enforceable, any modification of this Agreement must be in writing and must be signed by myself and an authorized representative of the School. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

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### PARENT/GUARDIAN CONSENT FOR STUDENT PARTICIPATION IN SCHOOL ACTIVITIES, CLASSES, AND PROGRAMS

#### BOTH PARENTS/LEGAL GUARDIAN MUST SIGN (OR THE SINGLE PARENT WITH LEGAL CUSTODY)

I have read this assumption of risk, waiver of liability, and indemnity/hold harmless agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. By choosing I Agree, I acknowledge that I am signing the agreement freely and voluntarily, and intend to be a complete and unconditional release of all liability to the greatest extent allowed by law. This agreement will remain in effect for the duration of my child's attendance at SDHXCS or until a new agreement is executed.

## II. Student/Parent Acceptance of Responsibility

By click **I agree to Terms & Conditions** before completing the online registration, student and parents acknowledge that we have read and completely understand the Parent Guide and the Student Guide, and we will follow the regulations it contains.

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## III. SDHXCS Credit Program Participation Signature (for students sign in for Credit Program only)

By click **I agree to Terms & Conditions** before completing the online registration, I acknowledge that I have read and completely understand the Credit Program Guidelines, and I will follow the regulations it contains.

## IV. SDHXCS Reserves the Right for Publishing

By click **I agree to Terms & Conditions** before completing the online registration, we understand and are content with that student's names, photographs, art projects, composition/articles, etc. maybe used by SDHXCS for advertising and promoting purposes.