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New Directions for Kids

Waiver, Release, and Liability

I, _____, for and in consideration of being permitted to enroll and participate in a program beginning on the ___ day of _____, 20___, hereby voluntarily release, discharge, wave and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instruction may continue, and I, for myself and my heirs, executors, administrators and assigns do hereby assume all risk of said activities and release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute or present any claim for personal injury, property damage, or wrongful death against New Directions for Kids, its owner, instructors, substitute instructors, employees, agents or any working partners for any of said causes of action, whether the same may arise by the negligence of any said persons, or otherwise. It is my intention by this instrument to exempt and relieve New Directions for Kids from liability for personal injury, property damage, or wrongful death caused by negligence and to assume all risks inherent to the program.

For myself on the behalf of my child, (a) minors, our heirs, assigns, or next of kin, I (we), the undersigned, willingly and voluntarily accept and assume all risks. Risks may include but are not limited to: gagging, choking, or spraining or broken extremities. I (we) agree not to hold New Directions for Kids, Sande Rutstein, or any instructors, agents, or employees liable for any injuries or illnesses that occur before, during, or after therapy.

Emergency Consent

I (we), the undersigned parent, parents, or legal guardian of above named child, children, (a) minors, do hereby authorize and consent to any x-ray, examination, anesthetic, medical, or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medicine Practice Act or a dentist licensed under the Dental Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the State of California Department of Public Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care to which the aforementioned physician in the exercise of his/her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment of the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached. This authorization is given pursuant to the provisions of section 25.8 of the Civil Code of California. In consideration of the benefits to be derived from the aforesaid outing, I (we) hereby voluntarily waive any claim against New Directions for Kids, Sande Rutstein, or any instructors, agents, or employees.

I acknowledge that I have read the three paragraphs above, and I have been fully and completely advised of the potential dangers incidental to engaging in the physical activities provided and that I am fully aware of the legal consequences of signing this instrument.

Signature of Parent /Guardian : _____

Date: _____