



YOUTH MENTORING ORGANIZATION

PARENT/GUARDIAN'S PERMISSION, RELEASE AND AGREEMENT NOT TO SUE

LAST NAME _____ FIRST NAME _____

I, as the undersigned parent, parents or legal guardian of _____, a minor (hereinafter referred to as the "Minor"), do hereby request permission for him/her to attend and participate in the **Next Up Foundation** _____ (the "Event"). In consideration for the Minor being permitted to attend and participate in the Event, I agree as follows:

I acknowledge that the Event and related activities (collectively, the "Hazardous Activities") are inherently dangerous. I understand that the inherent risks of the Hazardous Activities cannot be eliminated regardless of the care taken to avoid injuries. I am aware that the usual risks, hazards, and dangers of personal injury, death and disability, or property damage and loss (collectively, the "Damages") substantially increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls, or any other structures and/or devices. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable wheels, boards, falling, and colliding with other users, staff, media personnel, and/or spectators. I also understand that the Damages might not only result from the Minor's actions, but also the actions, inaction, or negligence of others, including but not limited to the "Released Parties" (as such term is defined below). Despite all of the potential hazards and dangers associated with the Hazardous Activities, including those listed above, I am allowing the Minor to participate in the Hazardous Activities and I voluntarily and freely accept and expressly assume all risks, dangers and hazards whatever they may be that may arise from the Minor's participation with **Next Up Foundation** in the Hazardous Activities that could result in personal injury, loss of life and/or property damage. I further warrant and represent that the Minor does not have any medical condition that would cause participation in the Hazardous Activities to be hazardous to his/her health.

By this Agreement, I hereby release **Next Up Foundation**, a fiscally sponsored project of Charitable Ventures of Orange County, and their respective affiliated companies, officers, directors, owners, employees, agents, volunteers, contractors, sponsors, vendors, or exhibitors (hereinafter collectively the "Released Parties") from any duty that might otherwise be owed to me or the Minor in connection with the Minor's participation in the Hazardous Activities. I, in my individual capacity and on behalf of the Minor, hereby agree:

- To release, waive, discharge and covenant not to sue **Next Up Foundation**, its directors, officers, employees, volunteers and agents from any and all liability to myself or the minor identified above for any loss or damage, including property damages, personal injury, or death, whether caused by the negligence of the **Next Up Foundation** or otherwise, resulting from or related to participation in the Hazardous Activities; and
- To release the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, and liability for any and all Damages myself or the Minor may suffer in connection with, concerning or as a result of participation in the Hazardous Activities, including but not limited to any active or passive negligence by any Released Parties which cause me, the Minor or any third party injury, death, damages, loss, liability, or property damage.

This waiver and release of liability and indemnification agreement (collectively referred to as the "Agreement") shall be effective and binding upon my and the Minor's heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of the Minor's injury, disability or death.

Next Up Foundation is fiscally sponsored by Charitable Ventures of Orange County, a 501(c)3 nonprofit organization
1505 East 17th Street, Suite 101, Santa Ana, CA 92705



This Agreement is intended to be as broad and inclusive as permitted by law and if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Should the need arise, I do hereby authorize and consent to medical treatment for the Minor, including 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 Medical Practice Act or a dentist licensed under the provision so the Dental Practice Act and on the staff of any acute general hospital holding a current license to operating 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 which the aforementioned physician in the exercise of his/her best judgment may deem advisable. Neither I nor the Minor will not hold **Next Up Foundation**, its officers or leaders for medical aid rendered at a hospital or first aid rendered at the Event and I will reimburse the **Next Up Foundation** for medical or other expenses incurred in the care of the Minor.

BY SIGNING THIS AGREEMENT, I UNDERSTAND AND ACKNOWLEDGE THAT NEITHER ME NOR THE MINOR IS COVERED UNDER THE RELEASED PARTIES INSURANCE POLICIES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. I VOLUNTARILY SIGN THIS AGREEMENT IN MY INDIVIDUAL CAPACITY AND ON BEHALF OF THE MINOR. No oral representations, statements, or inducements have been made to me by any of the Released Parties or anyone else with regard to the subject matter of this Agreement. I had the opportunity to ask any questions about this Agreement, the Hazardous Activities and the **Next Up Foundation**.

I am aware that, by signing this Agreement, I assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns may have against the Released Parties.

Date: _____ Participant Name: _____ Participant's Date of Birth _____

Parent/Guardian Name if Participant is under age 18: _____

Parent/Guardian Signature if Participant is under age 18: _____

Emergency Contact Name: _____ Emergency Contact Phone Number: _____

Parent/Legal Guardian's driver's license # _____ Issuing State _____

Address _____ City _____

State _____ Zip Code _____

Medical Insurance Carrier (e.g. Cigna): _____ Policy Number: _____



YOUTH MENTORING ORGANIZATION

Image Release

Name of Child _____

I, _____ am the parent or guardian of _____.
I hereby grant and assign **NEXT UP FOUNDATION** and its respective affiliated companies, officers, directors, owners, employees, agents, volunteers, contractors, sponsors, vendors, or exhibitors and any person or company acting under their permission and authority, the irrevocable and unrestricted right to use and publish for editorial, trade, advertising or any other purpose and in any manner and medium, including website and internet promotion, all photographic, video and digital images as indicated below:

- PHOTO/IMAGE ONLY of my child.**
- PHOTO/IMAGE ONLY of my child with the name, NEXT UP FOUNDATION.**
- PHOTO/IMAGE of my child with my CHILD’S NAME, and the name NEXT UP FOUNDATION.**

By signing this, I hereby release **NEXT UP FOUNDATION**, a fiscally sponsored project of Charitable Ventures of Orange County, and its respective affiliated companies, officers, directors, owners, employees, agents, volunteers, contractors, sponsors, vendors, or exhibitors and any person or company acting under their permission and authority, from all claims and liability relating to said photographs, video and digital images.

Date: _____

Name of Participant: _____

Participant Signature: _____

Signature of Parent or Legal Guardian if under age 18: _____

Print Name As Signed: _____