

Baytown Homeschoolers DBA Baytown Area Homeschoolers (BAH)

BAH Registration Form; Notice and Release and Waiver of Liability

PLEASE READ, FILL OUT, AND SIGN THE FORM TO PARTICIPATE

Participants in Baytown Homeschoolers DBA Baytown Area Homeschoolers ("BAH") will, from time to time, engage in meetings, gatherings, field trips, activities, social groups, park days, sports, overnight trips, dances, fundraisers, and other indoor and outdoor activities.

ASSUMPTION OF RISK

Many activities can involve the risk of injury or other damages associated with participation therein. Dangers may include, but are not limited to, the following: broken bones, sickness, strains, sprains, cuts, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. Each Participant (or his/her parent(s) or legal guardian(s)) must acknowledge these risks and dangers, which are often inherent in both the activities themselves, as well as the travel to and from the site of the activities. Each Participant who decides to participate in activities associated with BAH is doing so voluntarily and assumes the risk associated with such activities. It is the responsibility of each Participant and his/her parent(s) or legal guardian(s) to make sure he/she participates only in those activities for which he/she has the requisite skills, qualifications, preparations, training, and physical and mental condition. **Parents or legal guardians or BAH responsible members must be present at all activities.** BAH does not warrant or guarantee in any respect the competency or mental or physical condition of any Participant in any BAH activity.

RELEASE AND WAIVER OF LIABILITY

I, the undersigned, intend to enroll my children or dependent(s) in BAH activities. This decision is mine alone and is completely voluntary. Accordingly and in consideration of being allowed to participate in BAH activities, I agree to hereby release, waive, discharge and/or agree to hold harmless BAH, its members, volunteers, agents, officers, directors or insurers (collectively, the "BAH Released Parties") from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which I shall or may have in the future against the BAH Released Parties arising out of, based on, related to or connected with participation in any or all of the BAH programs and activities.

As the parent/legal guardian, I am responsible for my child's behavior at all BAH functions. I will be held liable for any property damage done by myself or my child/children to any facility used by Baytown Area Homeschoolers and will have to pay for such damage if it occurs and I or my child(ren) are found to be at fault. This shall also be true for any field trip that we may wish to participate in. I am also responsible for any personal items brought to BAH functions that are damaged by others or myself and shall release BAH's responsibility.

I further agree that I alone am also responsible for the same stated above regarding all guests that I may bring to any BAH event or activity.

INDEMNITY AND HOLD HARMLESS

I also agree to indemnify and hold the BAH Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the BAH Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of enrollment or participation in the BAH program and activities including, but not limited to, claims for breach of contract, negligence whether caused by the sole negligence of BAH and/or one or more of the BAH Released Parties. This indemnification obligation does not, however, absolve the BAH Released Parties from any liability, damages, costs, disbursements, and attorney fees incurred due to their gross negligence or reckless conduct.

COVENANT NOT TO SUE OR OTHERWISE TAKE ACTION I covenant and agree that I will forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with, or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to, or connected with the released matters herein or any part hereof.

REPRESENTATIONS AND WARRANTIES

I represent and warrant that I have the full power, capacity, and authority to execute this document with regard to my right and the rights or claims of my children or dependents. I further represent and warrant that I understand the terms and provisions of this document and its nature and effect.

OUTSIDE COORDINATORS

BAH members participate and pay for outside activities at their own risk, BAH **WILL NOT** be responsible for any payments by outside organizations or parents.

NEXT PAGE

I HAVE READ THE FOREGOING PROVISIONS OF THIS DOCUMENT AND THE BAH BYLAWS CAREFULLY AND FULLY UNDERSTAND THEM AND AGREE TO ADHERE TO ALL BAH RULES AND POLICIES.

If a Participant is under 18 years old, this document must be signed by the Participant’s parent or legal guardian. (A legal guardian must be appointed by a court of competent jurisdiction. For example, a chaperone is not a legal guardian for children under his or her supervision.)

I understand that this Registration Form, Notice and Release, and Waiver of Liability is binding on me, my spouse, my heirs, my executors, administrators, personal representatives, and assigns.

This waiver is effective from the date of signature until a new waiver is signed.

Parent / Legal Guardian Signature: _____ Date: _____

Please print name(s) of parent(s) or legal guardian(s) authorized to sign on behalf of Participant(s):

Childs Name(s) (*Please print names, ages, and grades*) of all participants in one household):

Address, Phone, Email:

Circle all that your children will be interested in

Kindergarten Graduation Senior Graduation

Yearbook Club

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Waiver of Photo(s)/Video(s) Liability

Members of BAH take literally hundreds of pictures a year, and many of our parents take videos as well. These may be used for personal or promotional services including, but not limited to, the BAH website, BAH Facebook pages (general, teen), personal Facebook pages of our members, promotional advertisements (media both offline and online), and our yearbook. Most of these photo(s)/video(s) are provided at the generosity of our members.

I understand that if I do not wish my child(ren) to be in a photo(s)/video(s), then it is my responsibility to ensure my child(ren) are not in said photo(s)/video(s) by keeping them out of view of the camera BEFORE the photo(s)/video(s) is/are taken. I agree it is NOT the responsibility of BAH officers, coordinators, volunteers, parents, or anyone else at BAH functions/events to monitor which child(ren) are in photo(s)/video(s) or to purge photo(s)/video(s) from cameras, websites, or other media/equipment after the fact.

I further agree that I alone am also responsible for the same stated above regarding any and all guests that I may bring to any BAH event or activity.

By signing below, I fully understand the information stated above regarding the Waiver of Photo(s)/Video(s) Liability and agree to abide by it.

Parent(s) Printed Name: _____

Signature: _____ Date: _____