

PARENT/GUARDIAN WAIVER, RELEASE, AND ASSUMPTION OF RISK FOR KIDS DIY WOODWORKING WORKSHOP “HANDS ON HABITAT FAMILY DAY”

PREAMBLE AND DEFINITIONS

This Parent/Guardian Waiver, Release, and Assumption of Risk (this "Waiver") is entered into as of the date set forth on the signature page below (the "Workshop Date") by and among the following:

Parent/Guardian: The undersigned individual ("Parent"), who is the parent or legal guardian of the minor child identified in the signature block below (the "Minor Child").

Workshop Host: San Gabriel Valley Habitat for Humanity, located at 800 W Chestnut Ave. Monrovia, CA 91016 (the "Company"), the organizer and operator of the kids DIY woodworking workshop described herein (the "Workshop").

Property Owner: World Vision International (WVI) (the "Landlord"), the owner of the real property located at 800 W Chestnut Ave. Monrovia, CA 91016 (the "Facility"), including the parking lot where the Workshop is conducted. The Landlord has no role in organizing, operating, supervising, or conducting the Workshop and has no responsibility for the selection, training, or supervision of instructors, volunteers, or participants.

"Released Parties" means, collectively, the Company and the Landlord, together with each of their respective officers, directors, members, managers, employees, agents, instructors, volunteers, contractors, and affiliates.

By signing this Waiver, Parent acknowledges and agrees to all terms and conditions set forth herein on Parent's own behalf and on behalf of the Minor Child.

1. DESCRIPTION OF ACTIVITY

The activity covered by this Waiver is a kids' DIY woodworking workshop (the "Workshop") organized and hosted by San Gabriel Valley Habitat for Humanity at the outdoor parking lot located at 800 W Chestnut Ave. Monrovia, CA 91016 (the "Premises"), which is owned by WVI. The Workshop is designed for minor children and involves hands-on woodworking projects using tools and materials that include, but are not limited to, the following: hammers, nails, screws, hand saws, sandpaper, wood glue, clamps, and pre-cut wood pieces.

The Workshop is conducted under the supervision of one or more instructors employed or engaged by San Gabriel Valley Habitat for Humanity. All activities take place outdoors in a designated area within the parking lot on the Premises. The parking lot is an active vehicular area that is not primarily designed or intended for use as a children's activity space. Parent/Guardian acknowledges that participation in the Workshop is entirely voluntary.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Parent/Guardian acknowledges that participation in the Workshop involves inherent risks that may result in serious injury, illness, or death to the Minor Child. Parent/Guardian understands and voluntarily assumes, on

behalf of the Minor Child, all risks arising from or related to the Workshop, whether or not described herein, including but not limited to the following:

- (a) Cuts, splinters, abrasions, puncture wounds, and bruises from tools, hardware, and wood materials;
- (b) Eye injuries from wood chips, sawdust, and flying debris;
- (c) Allergic reactions to wood dust, adhesives, stains, or finishes;
- (d) Slips, trips, and falls on the workshop or parking lot surface;
- (e) Injuries caused by the actions or inactions of other participants;
- (f) Hazards associated with the parking lot environment, including uneven pavement, curbs, potholes, bollards, and oil, grease, or other substances on the surface;
- (g) Proximity to motor vehicles entering or exiting the parking lot;
- (h) Exposure to outdoor conditions, including heat, sun, wind, rain, and insects.

Parent/Guardian assumes all such risks, known and unknown, foreseeable and unforeseeable, and accepts full responsibility for any injury, loss, or damage arising from the Minor Child's participation in the Workshop.

2A. PARKING LOT CONDITIONS

Parent/Guardian acknowledges and agrees to the following with respect to the location of the Workshop:

- (a) The Workshop is conducted in an outdoor parking lot at 800 W Chestnut Ave. Monrovia, CA 91016 that is not primarily designed or intended for children's activities. The parking lot surface, layout, and surrounding conditions have not been modified or adapted for use as a children's workshop venue.
- (b) Motor vehicles may enter, exit, park in, or travel through the parking lot at any time before, during, or after the Workshop. Neither San Gabriel Valley Habitat for Humanity nor WVI is required to close the parking lot to vehicle traffic or restrict vehicular access during the Workshop.
- (c) Parent/Guardian accepts full responsibility for ensuring that the Minor Child remains within the designated Workshop boundaries at all times. Any failure of the Minor Child to remain within such boundaries is at the sole risk of Parent/Guardian and the Minor Child.
- (d) The designation of Workshop boundaries does not create any duty on the part of the Released Parties to monitor, enforce, or physically prevent the Minor Child from leaving the designated area.

3. RELEASE AND WAIVER OF LIABILITY

In consideration of the Minor Child's participation in the Workshop, Parent/Guardian, on their own behalf and, to the fullest extent permitted by law, on behalf of the Minor Child, hereby releases, waives, discharges, and covenants not to sue the Released Parties from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Minor Child's participation in the Workshop, including, without limitation, claims based on the negligence, active or passive, of any Released Party. Notwithstanding the foregoing, this release does not apply to claims arising from the gross negligence, willful misconduct, or intentional acts of any Released Party.

Parent/Guardian expressly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

4. INDEMNIFICATION

Parent/Guardian ("Indemnitor") agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, suits, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of, relating to, or resulting from the Minor Child's participation in the Workshop, whether such claims are brought by or on behalf of the Minor Child, by Indemnitor, or by any third party.

This indemnification obligation applies regardless of whether such claims arise from the alleged negligence of any Released Party, from the condition of the parking lot or Workshop area, from the acts or omissions of the Minor Child or other participants, or from any other cause, except that this indemnification obligation shall not apply to claims arising from the gross negligence, willful misconduct, or intentional acts of any Released Party. Indemnitor's obligations under this Section shall survive the termination or expiration of this Waiver and shall remain in full force and effect until all applicable statutes of limitation have expired.

Indemnitor agrees to cooperate fully with the Released Parties in defense of any such claim and shall not settle any claim without the prior written consent of the affected Released Party.

5. MEDICAL AUTHORIZATION

In the event the Minor Child requires emergency medical treatment during the Workshop and the undersigned Parent/Guardian is not immediately available to provide consent, the undersigned hereby authorizes the Released Parties, and any medical professional or facility they select, to administer such emergency medical care as may be reasonably necessary to protect the health and safety of the Minor Child.

The undersigned Parent/Guardian accepts full financial responsibility for all medical expenses, including but not limited to emergency treatment, hospitalization, ambulance transport, and follow-up care, arising from the Minor Child's participation in the Workshop.

The undersigned Parent/Guardian provides the following emergency and medical information:

| Field | Information |
|---------------------------------------|-------------|
| Emergency Contact Name | _____ |
| Emergency Contact Phone | _____ |
| Known Allergies or Medical Conditions | _____ |
| Health Insurance Carrier | _____ |
| Policy Number | _____ |

6. RULES AND CONDUCT

As a condition of participation in the Workshop, the Parent/Guardian agrees to the following rules and conduct requirements:

- (a) The Minor Child shall follow all safety instructions and directions given by the instructor, volunteers, and any other authorized personnel at all times during the Workshop.
- (b) The Minor Child shall properly wear and use all safety equipment provided by San Gabriel Valley Habitat for Humanity, including, without limitation, safety goggles, which must remain on at all times while the child is in the designated Workshop area.
- (c) The Minor Child shall use all tools and materials only as directed by the instructor and shall not handle any tool or material without prior authorization.
- (d) The Minor Child shall remain within the designated Workshop boundaries at all times unless accompanied by the Parent/Guardian or an authorized adult.
- (e) San Gabriel Valley Habitat for Humanity reserves the sole and absolute right to remove the Minor Child from the Workshop, without refund of any fees paid, if the child fails to comply with any safety rules, instructor directions, or conduct requirements set forth herein or communicated during the Workshop. Such removal shall not give rise to any claim or liability against any of the Released Parties.

7. GENERAL PROVISIONS

7.1 Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any action arising out of or relating to this Waiver shall be brought exclusively in the state or federal courts located in the county where the Facility Address is situated.

7.2 Severability. If any provision of this Waiver is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from this Waiver. The remaining provisions shall continue in full force and effect.

7.3 Entire Agreement. This Waiver constitutes the entire agreement between the Parent/Guardian and the Released Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

7.4 Binding Effect. This Waiver shall be binding upon the Parent/Guardian and the Minor Child, and their respective heirs, executors, administrators, personal representatives, and assigns.

8. ACKNOWLEDGMENT

BY SIGNING BELOW, I, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD IDENTIFIED IN THIS DOCUMENT, ACKNOWLEDGE AND CONFIRM THE FOLLOWING:

I HAVE READ THIS WAIVER, RELEASE, AND ASSUMPTION OF RISK IN ITS ENTIRETY. I FULLY UNDERSTAND ITS CONTENTS AND MEANING. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS ON MY OWN BEHALF AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MY MINOR CHILD, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR INJURIES, DAMAGES, OR LOSSES RESULTING FROM MY CHILD'S PARTICIPATION IN THE WORKSHOP, INCLUDING THOSE CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH LEGAL COUNSEL BEFORE SIGNING. I SIGN THIS

ADOCUMENT VOLUNTARILY, WITHOUT DURESS, COERCION, OR INDUCEMENT OF ANY KIND. I INTEND THIS WAIVER TO BE BINDING UPON MYSELF, MY MINOR CHILD, AND OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the undersigned Parent/Guardian has executed this Waiver, Release, and Assumption of Risk as of the date set forth below.

| Field | |
|----------------------------------|-------|
| Parent/Guardian Signature: | _____ |
| Printed Name of Parent/Guardian: | _____ |
| Date of Execution: | _____ |
| Relationship to Minor Child: | _____ |
| Printed Name of Minor Child: | _____ |
| Minor Child's Date of Birth: | _____ |