TORRANCE UNIFIED SCHOOL DISTRICT

ADULT EDUCATION PROGRAM LIABILITY WAIVER AND RELEASE AGREEMENT

California Civil Code § 1542 Notice

I UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. I acknowledge that I have read and understand Section 1542 of the California Civil Code, which reads as follows: A general release does not extend to claims which 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.

ADULT SCHOOL STUDENT/PARTICIPANT INFORMATION

Full Name _____Torrance Adult School ID _____

Date of Birth _____

Address _____

Phone _____ Is this a cell phone? __ Yes __ No

Emergency Contact _____Relationship_____

Emergency Contact Phone _____ Is this a cell phone? __ Yes __ No

PROGRAM INFORMATION

Program Term (i.e. Fall 2025) _____

Registered Classes (additional classes may be attached):

1. _____ **4. _____**

2. _____ **5. _____**

3. _____ **6. _____**

ACKNOWLEDGMENT, RELEASE, WAIVER, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT

VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK

I, the undersigned participant (hereinafter referred to as "Participant"), voluntarily choose to participate in the District-approved adult education program(s) and class(es) offered by Torrance Adult School, Torrance Unified School District (hereinafter collectively referred to as "District").

I understand and acknowledge that participation in adult education classes, including but not limited to physical education, athletics, exercise classes, and related activities, carries inherent risks of physical injury, emotional distress, illness, or even death. I further understand that participation in on-site childcare services for Participant's children also carries inherent risks.

I represent and warrant that I am physically and mentally fit to participate in the program and that I have not been advised otherwise by a qualified medical professional. I agree to follow all District rules, policies, and instructions provided by District staff.

MEDICAL TREATMENT AND INSURANCE

I understand and acknowledge that:

- The District does not provide medical insurance coverage for participants
- I am solely responsible for any medical expenses incurred due to injury or illness
- I should consult with my personal physician regarding my ability to participate in physical activities
- I must maintain my own health insurance coverage

RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in the District's adult education programs, I hereby release, waive, discharge, and covenant not to sue the District, its Governing Board, officers, employees, agents, volunteers, teachers, coaches, representatives, and assigns (hereinafter collectively referred to as "Releasees") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while participating in the program, whether caused by the negligence of the Releasees or otherwise.

This release includes, but is not limited to, liability for:

- Personal injury, accident, illness, or death
- Property damage or loss
- Emotional distress or psychological injury
- Any other loss or damage arising from participation

HOLD HARMLESS AND INDEMNIFICATION

I agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur due to my participation in the program, whether caused by the negligence of the Releasees or otherwise.

PARENT AND CHILD COMBINATION CLASSES - CHILD CARE WAIVER

If participating in classes that include on-site childcare for Participant's child _____

I assume all risk and liability for the participation of my child in the related childcare program. I understand and acknowledge that I am solely responsible for the direct supervision, care, and safety of my child(ren) while on the Torrance Adult School campus.

Child Information

Full Name: _____

Date of Birth: _____ Age: _____

Relationship to Participant: _____

I understand that:

- Only one child per adult participant is permitted on campus at any time
- Additional children are strictly prohibited without prior written approval
- I must remain on campus and immediately available during childcare hours
- I am responsible for my child's behavior and any damage caused by my child

CHILD CARE RELEASE AND WAIVER

As the parent/guardian of the above-named child(ren), I hereby release, waive, discharge, and covenant not to sue the Releasees from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child(ren) while participating in the childcare program, whether caused by the negligence of the Releasees or otherwise.

PHOTOGRAPH AND MEDIA RELEASE

I grant permission to the District to use photographs, videos, or other media containing my likeness and/or my child's likeness for educational, promotional, or publicity purposes without compensation.

ACKNOWLEDGMENT OF UNDERSTANDING

I have carefully read this Agreement, fully understand its terms, and understand that I am giving up substantial rights by signing it. I sign it freely and voluntarily without any inducement. I acknowledge that I have had the opportunity to consult with legal counsel regarding this Agreement.

Participant's Signature _____

Printed Name _____

PARENT/GUARDIAN SIGNATURE (Required if Participant is under 18)

If the Participant is under 18 years of age, a parent or legal guardian must also sign below:

I am the parent/legal guardian of the above-named Participant and have the legal authority to execute this Agreement on their behalf. I have read and understand the terms of this Agreement and agree to be bound by them.

Parent/Guardian Signature _____

Printed Name _____Relationship to Participant _____

DISTRICT REPRESENTATIVE VERIFICATION

District Representative Signature _____

Printed Name _____

Title _____

IMPORTANT NOTES _____

- This Agreement must be signed annually or for each program term
- Participants under 18 must have parent/guardian signature
- Keep a copy of this signed Agreement for your records
- Contact the Adult School office at (310) 533-4689 with questions

Effective Date _____