

Eagle River Homeschool Waiver

2024-2025 School Year

WAIVER : In consideration of my child(ren) or ward(s) or me being permitted to participate in any way in any and all activities of Eagle River Homeschool at the United Methodist Church of Chugiak or at Skyline Family Fellowship Church or at any and all locations where such Eagle River Homeschool activities take place (collectively, the “Activities”), I, for myself, my child(ren) and/or ward(s), my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge, Eagle River Homeschool, its directors, officers, volunteers, property owners, and/or agents, from liability and of and from any and all claims including the negligence or default of EAGLE RIVER HOMESCHOOL, its directors, organizers, officers, volunteers, property owners, and/or agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activities.

ASSUMPTION OF RISKS : Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones or teeth, asthma or heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activities, which may include without limitation classes, parties, picnics, hiking, swimming, field trips to museums, plays, or parks, recitals, or practices. I further agree that in the case of specific activities, the parent(s) and/or legal guardian(s) of the participant should inspect the facilities and equipment to be used, and if the parent or guardian believes anything is unsafe, he or she should immediately advise supervisor (advisor, manager, etc.) of such condition(s) and refuse to participate. Finally, I hereby assert that my participation and/or the participation of my child(ren) or ward(s) is voluntary and that I knowingly assume and accept all risks. I also understand that I may participate in activities that are not sponsored or supported by EAGLE RIVER HOMESCHOOL, but are private activities of the community and that I assume all risks associated with such private activities (“Non EAGLE RIVER HOMESCHOOL activities”).

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD EAGLE RIVER HOMESCHOOL, its directors, officers, volunteers, property owners, United Methodist Church of Chugiak and Skyline Family Fellowship and/or agents, their respective administrators, directors, agents, and other employees of the organization,

other members/participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors or premises used to conduct the event, all of which are hereinafter referred to as "releases," HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of my involvement in the Activities or Non - EAGLE RIVER HOMESCHOOL Activities or both, and/or the involvement of a minor child(ren) or ward(s) of mine in the Activities or Non - EAGLE RIVER HOMESCHOOL Activities or both, in any location where Activities or Non - EAGLE RIVER HOMESCHOOL Activities or both are conducted, and of and from all claims which may hereafter develop or accrue to them on account of injury, loss or damage, which may be suffered by said minor or to any property, because of any matter, thing, or condition, negligence or default whatsoever, and to reimburse them for any such expenses incurred.

SEVERABILITY : The undersigned further expressly agrees that the foregoing waiver, and assumption of risks, indemnification and hold harmless, agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alaska, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I understand the Eagle River Homeschool reserves the right to dismiss any participant from classes or activities that are a threat to another person and/or property. Violence or the risk of violence will not be tolerated. I acknowledge that the locations where classes are hosted are public facilities and that Eagle River Homeschool is NOT a childcare program. Parents and/or legal guardians MUST arrange for their children to be picked up at the end of class. If an elementary child is not in a class or between classes, they are to be fully supervised by a parent or legal guardian.

ACKNOWLEDGMENT OF UNDERSTANDING : I have read this Waiver of Liability, Assumption of Risks, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.