



Ward Business Concepts

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Waiver and Release Form

Client Information

Name: First Client First Name First Client Last Name

Address: First Client Address

Email: First Client Email

Phone: First Client Phone Number

This wavier and release ("**Walver and Release**") is entered into by and between the client specified above ("**I**" or "**me**") and Ward Business Concepts ("**Provider**"). This Wavier and Release is for Project Name (the "**Activity**").

BY SIGNING BELOW, I'M ACKNOWLEDGING THAT I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM AGREEING TO GIVE UP AND SURRENDER SUBSTANTIAL RIGHTS, WITHOUT RESERVATION, FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

IF THE INDIVIDUAL COVERED UNDER THIS WAIVER AND RELEASE IS UNDER 18:

THE BELOW SIGNATORY HEREBY AFFIRMS THAT THEY ARE THE PARENT OR LEGAL GUARDIAN OF THE CLIENT NAMED ABOVE AND HAVE READ AND AGREED TO THIS WAIVER AND RELEASE ON BEHALF OF THE CLIENT.

Waiver and Release Terms

As a condition of participating in Provider's Activity, I, the client identified above, acknowledge, understand and agree to the following waiver and release terms, which include waiving substantial legal rights, including the right to sue Provider.

1. **ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND MAY INVOLVE INHERENT RISKS AND DANGERS OF ACCIDENTS, PROPERTY LOSS OR DAMAGE, SOCIAL OR ECONOMIC LOSSES, SERIOUS INJURY, DISABILITY, AND/OR DEATH. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS, both known and unknown, arising from my participation in the Activity, whether caused by the ordinary negligence of the Provider or otherwise. I assume full responsibility and liability for any loss, damage or injury of any nature that I may sustain arising out of my participation; which may result from my own actions or inactions or negligence, as well as the actions or inactions or negligence of others, or the condition of the facilities in which the Activity is held, or the tools or equipment used in connection with my participation.
2. **INSTRUCTIONS.** I willingly agree to comply with the written and verbal instructions of Provider or other organizers of the Activity. If, however, I observe any unusual significant hazard during my participation in the Activity, I will remove myself from further participation, and will bring such to the attention of Provider immediately.
3. **RELEASE.** I hereby expressly waive and release Provider, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), from any and all actions and causes of action, agreements, claims, charges, complaints, causes of action, costs, damages, debts, demands, expenses, liabilities, liens, obligations (statutory, contractual and common law), and remedies of any kind or nature whatsoever, whether now known or unknown, suspected or unsuspected, at law or in equity, which I now have, own or hold, or at any time ever had, owned or held, or could, shall or may hereafter have, own or hold against any of the Releasees, in each case arising out of or attributable to the Activity. I will not make or bring any such claim against Provider or any other Releasee, and do forever release and discharge Provider and all other Releasees from liability under such claims.
4. **UNKNOWN CLAIMS.** To the greatest extent permitted by law, I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Activity, including those claims that may be unknown to me, or which I do not suspect to exist at this time. I expressly waive any rights, benefits, and protections I may have under California Civil Code Section 1542, which reads as follows: "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" or any other similar provision or laws in any other jurisdiction regarding the release of unknown claims.
5. **GENERAL PROVISIONS.** I agree that this Waiver and Release is governed by the laws of the state or province (as applicable) of the principal place of business of Provider, without reference to its choice or conflicts of law principles, and that any disputes I may have arising out this Waiver and Release are subject to the exclusive jurisdiction of the state and federal courts or other applicable courts sitting in the state or province (as applicable) of the principal place of business of Provider, and I hereby irrevocably consent to the personal jurisdiction of those courts. Additionally, I understand and agree that if any provision or part of this Waiver and Release is found by a court of competent jurisdiction to be invalid or legally unenforceable for any reason, then: (i) such provision or part will be reduced or modified by such court to the minimum extent necessary to make it valid and enforceable; and (ii) if such provision or part cannot be so modified, it will be severed and the remaining terms of this Waiver and Release will be interpreted to give maximum validity and enforceability of this Waiver and Release.

* Signature required

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