



## ASSUMPTION OF RISK, HOLD HARMLESS & RELEASE AGREEMENT

**INVITED GUEST/VOLUNTEER AT THE EMPORIUM: FOSTER CARE RESOURCE AND LITERACY CENTER, 5429 W Washington Blvd., Los Angeles 90016 (the “Premises”)**

THIS AGREEMENT WAIVES CERTAIN LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

Welcome to The Emporium, a resource and collaborative effort between multiple mission-aligned charitable organizations, including but not limited to, Foster Care Counts, Make Good, Inc. (dba The Book Foundation) and Hope in a Suitcase (collectively “Participating Organizations”), where youth currently or formerly in the foster care system and others are allowed to come “Shop,” free of charge, for clothing, books and other items and attend workshops, social functions, and other gatherings (collectively “Emporium Activities”).

In exchange for, as lawful consideration for, and as a condition of entry and participation in Emporium Activities, each guest / volunteer agrees to all terms and conditions set forth herein and agrees to the following assumption of risk, waiver and release of all claims, and hold harmless agreement:

The undersigned guests / volunteers (“You”) hereby consent and understand that You and any minors You bring to Emporium Activities enter the Premises at Your own risk, and that the Participating Organizations are in no way liable or responsible for Your health and safety, or anything pertaining therewith. **YOU ARE AWARE AND UNDERSTAND THAT THE ACTIVITIES YOU MAY ENGAGE IN AT THE PREMISES MAY INCLUDE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS AT THE PREMISES BY THE PARTICIPATING ORGANIZATIONS. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY VISITING THE PREMISES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE PARTICIPATING ORGANIZATIONS.**

You recognize, understand, and hereby assume all of the risks of participating in Emporium Activities and all activities associated with the Premises, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Participating Organizations and from dangerous or defective equipment or property owned, maintained, or controlled by them. If You bring minors to Emporium Activities, You understand that You alone are responsible for supervising such minors while they are on the Premises.

YOU hereby grant Participating Organizations, their subsidiaries, licensees, successors and assigns, the right to use, publish, alter and reproduce, for all purposes, any artwork, notes and expressive material produced by YOU by while You are on the Premises (collectively, “Artistic Materials”) in film or electronic (video) form, and You also give Participating Organizations permission to put the finished Artistic Materials to any legitimate uses it may deem proper. You further agree and acknowledge that You have no right, copyright, title or interest of any kind or nature whatsoever, in and to any program of films or videotapes taken by Participating Organizations in which the Artistic Materials appear.

You hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Participating Organizations and their employees, agents, affiliates, partners, guests, licensees, invitees, directors, members, successors, or assigns, and agree to defend, indemnify, and hold Participating Organizations and their officers and directors harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses (including attorney’s fees) that:

- (i) arise from or are in connection with Your possession, use, occupancy, enjoyment, or attendance at Emporium Activities, of the Premises, or of any portion of the Premises;
- (ii) arise from or are in connection with any willful, negligent, or grossly negligent act of Participating Organizations’ employees, agents, affiliates, partners, guests, licensees, invitees, directors, members,

- successors, or assigns or any other person authorized by the Participating Organizations to be on the Premises; or
- (iii) arise from injury or death to persons or damage to property sustained on or about the Premises.

Presentation of this agreement may be used to dismiss any complaint filed by You via a demurrer or motion to dismiss in any court in California.

Entire Agreement: This agreement is the entire agreement of the parties with respect to the subject matter herein and supersedes any and all prior contracts, understandings, negotiations, and agreements with respect to the Participating Organizations and the subject matter hereof, whether oral or written. This agreement cannot be modified or cancelled except by written instrument signed by both parties. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This agreement is binding on and shall inure to the benefit of the Participating Organizations.

Severability Clause: In the event any particular term or provision of this agreement is deemed by any reviewing court to be unlawful or unenforceable, such particular term or provisions shall be severed from this agreement, and the agreement shall otherwise remain in full force and effect.

Jurisdiction and Venue: This agreement shall be interpreted pursuant to the laws of the State of California, without application of otherwise governing principles of conflict of laws, and the parties hereto submit to the jurisdiction of said state, and agree that the agreement is entered into and to be performed in the County of Los Angeles.

**I/WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS EXPRESSED IN THE ASSUMPTION OF RISK & HOLD HARMLESS AGREEMENT. I FULLY UNDERSTAND THE CONTENTS, MEANING, AND IMPACT OF THIS RELEASE.**

Your Name (print) \_\_\_\_\_

Your Signature \_\_\_\_\_ Dated \_\_\_\_\_

If Guest/Volunteer is a Minor:

As the parent/guardian/legal caregiver of the minor, I accept the terms and conditions set forth above.

Signature of Parent/Guardian/Legal Caregiver Ad Litem: \_\_\_\_\_

Dated \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Names of Minor Guests:

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_