

PLEASE COMPLETE AND RETURN THIS FORM NO LATER THAN TWO WEEKS PRIOR TO START OF SELECTED PROGRAM.

PARTICIPANT NAME: _____ PROGRAM: _____

GoggleWorks Center for the Arts, a Pennsylvania non-profit corporation, is the producer of art classes for children. As consideration for, and as an express requirement of the student's participation in GoggleWorks activities, we require, and are materially relying on the requirement that you understand and agree to a waiver of any and all claims you might have against GoggleWorks Center for the Arts its officers, directors, employees, agents, independent contractors and other representatives, as well as agree to be bound by other terms and conditions stated in this Waiver.

By signing this Waiver, and to the extent permitted by law, you waive any and all claims for damages for personal injury, death, loss or property damage which you may have or which may hereafter accrue to you or your child against GoggleWorks, its officers, directors, employees, agents, independent contractors and other representatives as a result of your child's participation in the program, and as related to the nature, type or condition of the events involved, and/or with respect to the condition of the sites involved, and/or with respect to the supervision provided, and/or with respect to the activities performed.

This Waiver is signed in order for your child to participate in this activity for his or her own personal enjoyment and benefit and is done so freely with full knowledge of the risk and dangers incident thereto. By signing this agreement, you further acknowledge that you agree to assume and bear sole responsibility for these dangers and risks and to absolve and hold harmless GoggleWorks from any and all risks of any nature and kind associated with class activities.

You also agree to indemnify, defend, and hold GoggleWorks free and harmless from any and all expenses, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including but not limited to interest, penalties, attorney's fees, expert witness fees, costs, and other expenses) of any nature or kind which are incurred by the indemnity ("losses"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to Staff members' participation in program activities.

This agreement hereby incorporates by reference in their entirety as if fully set forth herein, the Youth Consent and General Release, Youth/Camper Medical Release, and the Youth Liability Waiver. To the extent there are any conflicting terms and conditions in the incorporated agreements hereto, this Youth Liability Waiver shall control and supersede any such provisions. This agreement shall represent the full and complete agreement between the parties, and any modification of the terms set forth herein shall be effective only if in writing and signed by all parties hereto.

The parties to this agreement stipulate that this agreement shall be considered to have been entered into in Reading, Pennsylvania, and that any interpretation of the terms of this agreement shall be made under Pennsylvania law.

PARENT/GUARDIAN NAME (please print): _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____