



**SUGAR BEAR FOUNDATION
ONLINE TUTORING PROGRAM**

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND
COVENANT NOT TO SUE AGREEMENT**

THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE AGREEMENT IS A LEGAL DOCUMENT and is referred to herein as the “Agreement.” This Agreement is entered into in connection with my participation in the Online Tutoring Program provided by Sugar Bear Foundation, a California nonprofit public benefit corporation (“Sugar Bear Foundation”).

I enter into this Agreement and participate in the Online Tutoring Program on behalf of myself and on behalf of my representatives, assigns, successors, administrators and anyone else claiming by or through me, including but not limited to my heirs at law and any representative(s) of my estate (collectively referred to herein as the “Releasors”) and intend to bind all of such Releasors to the terms of this Agreement. I enter into this Agreement and participate in the Online Tutoring Program, on behalf of myself and the Releasors, expressly for the benefit of myself and the Releasors.

VOLUNTARY CHOICE

I desire to participate in the Online Tutoring Program and have decided to do so of my own free will and not due to any inducement or duress whatsoever. I understand that part of the consideration for being allowed to participate in the Online Tutoring Program is my entering into this Agreement. I agree that Sugar Bear Foundation and its directors, officers, employees, volunteers, agents and assigns (collectively referred to herein as the “RELEASED PARTIES”) are not responsible for the acts or omissions of any third party, that provides services in relation to the Online Tutoring Program and that I have been provided adequate opportunity to review and research the background and qualifications of such persons and entities.

ASSUMPTION OF RISK

I HEREBY PERSONALLY ASSUME ALL RISKS OF EVERY KIND ARISING OUT OF OR ASSOCIATED WITH MY PARTICIPATION IN THE ONLINE TUTORING PROGRAM INCLUDING, WITHOUT LIMITATION, THE RISKS OF BODILY INJURY, DEATH, AND OTHER DAMAGES to myself, my property or the property of others, whether such risks are foreseeable or unforeseeable, and whether they are caused by

the negligent acts or omissions of any of the RELEASED PARTIES. I KNOW AND FULLY APPRECIATE THAT MY PARTICIPATION IN THE ONLINE TUTORING PROGRAM EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY OR DEATH AND I VOLUNTARILY ASSUME SUCH RISK.

RELEASE AND WAIVER OF ALL CLAIMS

For valuable consideration including, but not limited to, the opportunity to participate in the Online Tutoring Program, I for myself and for the Releasors, **HEREBY EXPRESSLY RELEASE, DISCHARGE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST, AND WAIVE TO THE FULLEST EXTENT POSSIBLE, ALL CLAIMS AND POTENTIAL CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH, AND OTHER DAMAGES OF EVERY KIND INCLUDING DIRECT, INDIRECT, AND CONSEQUENTIAL, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING FROM NEGLIGENCE, STRICT LIABILITY OR OTHERWISE**, including, but not limited to any claims arising from the acts or omissions of any third parties, that provide services in relation to the Online Tutoring Program whether such third party service providers are selected by me, the Released Parties, or any other party, which I or the Releasors may presently or at any time in the future possess against RELEASED PARTIES arising out of or in connection with the Online Tutoring Program.

COVENANT NOT TO SUE

I agree never to pursue any claim or institute any lawsuit or action at law, in equity, or otherwise against any of the RELEASED PARTIES, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I or the Releasors may have either now or at any time in the future, by reason of any loss or injury (including death) to my person or property relating to or arising out of the activities contemplated by or in this Agreement and my participation in the Online Tutoring Program.

USE OF NAME, IMAGE, LIKENESS ETC.

I hereby grant permission to the RELEASED PARTIES to photograph, film, videotape and record (collectively "Record") me, free of charge, as it relates to my participation in the Online Tutoring Program, and I acknowledge and agree that the RELEASED PARTIES and their representatives shall have the unlimited world-wide right to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all such Recordings in which I may appear on any and all media now known or hereafter devised including, without limitation, radio, television, electronic, internet websites, social media, and in any print materials in perpetuity without compensation and free of charge.

JURISDICTION AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Any and all actions, suits, or judicial proceedings upon any claim arising from or

relating to this Agreement shall be instituted and maintained in the State of California. Each party waives the right to change of venue, or to file any action, suit or judicial proceeding in federal court.

ACKNOWLEDGEMENT

I agree that my signature, below, is my acknowledgement of the contents of this Agreement and is my legally binding agreement to, and acceptance of, this Agreement’s provisions. I also acknowledge and agree that my signature and participation in the Online Tutoring Program constitutes my voluntary agreement to abide by the rules of the Online Tutoring Program, which may be unilaterally revised or modified by the RELEASED PARTIES in their sole discretion. **I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

Participant Signature

Print Name

Date

MINORS: IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned parent, being the natural or legal guardian of the child named below, does hereby represent that he/she (they) is (are), in fact, acting in such capacity, has fully read and understands the terms of this Agreement and the risks assumed in allowing a child to participate in the Online Tutoring Program, consents to and grants permission for the child’s participation in the Online Tutoring Program, and agrees to be bound by all of the provisions of this Agreement. The undersigned further agrees to indemnify, defend, save and hold harmless each of the RELEASED PARTIES from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the child’s participation in the Online Tutoring Program or breach of this Agreement.

Child Participant Name (Print)

Parent Signature

Print Name

Date