

## AVENTURAS REGISTRATION FORM CONSENT TO PARTICIPATE AND WAIVER AND RELEASE OF LIABILITY, AUTHORIZATION FOR MEDICAL TREATMENT, RIGHT OF PUBLICITY RELEASE, AND PARTICIPANT CONDUCT (collectively the "Agreement")

Please read this Agreement carefully. Registration, enrollment, and participation in Aventuras Programs is conditioned upon your acceptance, agreement, and compliance to all terms and conditions contained herein.

### CONSENT TO PARTICIPATE AND WAIVER AND RELEASE OF LIABILITY AGREEMENT:

I/WE voluntarily request for the Participant to take part in any and all activities offered, sponsored, conducted, or organized by Aventuras, including but not limited to the After School Program including pick ups and transfres if eligible, pre-enrolled classes, drop-in classes, date/movie nights, camps, events, and performances, in-house social events, and birthday parties of any kind (herein collectively referred to as the "Activities"). I/WE understand that some Activities may include participation in various types of physical activity. I/WE understand that Activities will include the use of various art materials, tools, supplies, and ingredients.

Aventuras Activities may carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I/WE consent to the Participant's taking part in all the Activities and acknowledge that I/WE fully understand that the Participant's taking part may involve risk of serious injury or death, and may include losses which may result not only from the Participant's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment or areas where the class, event, or activity is being conducted, and/or the rules of this type of class, event, or activity. In consideration for the Participant's taking part in Aventuras, I/WE voluntarily agree to assume the full risk of any injuries, damages, or loss, regardless of severity, that the Participant may sustain as a result of taking part in any and all Activities connected with or associated with Aventuras including, but not limited to, any and all types of injuries, damages, and loss arising out of any negligence. I/WE further agree to waive, relinquish, fully release, and forever discharge any and all claims for injuries damages or loss which may accrue to me/us/Participant arising out of, in connection with or in any way associated with Aventuras that I/WE or Participant may have or that may accrue against Aventuras, LLC, including as against its respective officials, directors, agents, staff, teachers, employees, assistants, interns, contract employees, and volunteers.

I/WE understand that if I/WE have any risk concerns, I/WE should discuss the risks associated with the Participant's taking part in the Activities with Aventuras before I/WE sign this document and before the Activities begin.

### AUTHORIZATION FOR MEDICAL TREATMENT:

I/WE certify that the Participant is in good health and has no physical, mental, emotional, or behavioral condition that would prevent participation in the Activities. I acknowledge that it is my responsibility to consult with my or the Participant's physician with respect to any past or present injury, illness, health problem or any other condition or medication that may affect my or the Participant's taking part in the Activities. Furthermore, I/WE agree to use the Participant's personal medical insurance as a primary medical coverage payment if accident or injury occurs. Knowing and understanding the risks involved with participation in the Activities, I/WE hereby voluntarily and willingly assume responsibility for all risks and dangers associated with the Participant's taking part in the Activities. I/WE agree that I/WE are financially and legally responsible for any and all losses resulting from the Participant's taking part in the Activities and hereby do indemnify Aventuras LLC, including any and all of its officials, directors, agents, staff, teachers, employees, assistants, interns, contract employees, and volunteers (hereinafter collectively may be referred to as "Aventuras"), and related parties, or other organizations associated with the Activity, and each of them, for any loss, injury, or damage caused to me/us/Participant during or in connection with the Activities. I/WE hereby authorize Aventuras to act as my agent(s) to consent to medical care and hospital care that is deemed advisable by, and is rendered under the general or special supervision of, a physician or surgeon.

If the Participant has any medical conditions at all, please notify Aventuras in writing immediately. I/WE understand that Aventuras shall not be responsible for and shall not administer any medications to the Participant.

## ALLERGIES AND SENSITIVITIES:

If the Participant has food or other allergies, or sensitivities (such as to smell) please notify the Director of Aventuras in writing immediately. The Aventuras Activities include both commercially purchased and homemade art materials, supplies, and tools. Such materials, supplies, and tools may contain ingredients that can cause an allergic reaction. I/WE understand that I/WE must notify Aventuras prior to Participants taking part in any Activity of any known or suspected allergies or sensitivities.

## RIGHT OF PUBLICITY RELEASE:

I hereby authorize Aventuras to publish the photographs taken of me and/or the undersigned minor children, and our names, for use in the Program's printed marketing materials and website - [aventurassf.com](http://aventurassf.com). I release Aventuras LLC from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize Aventuras to use their photographs. I acknowledge that neither the minor children nor I will receive financial compensation. I further agree that participation in any publication and website produced by Aventuras LLC confers no rights of ownership whatsoever.

I release Aventuras LLC, its officers, trustees, and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

## PARTICIPANT CONDUCT:

Aventuras reserves the right, at their discretion, to withdraw any Participant whose influence, behavior, or actions are deemed unsatisfactory, dangerous to, or incompatible with the Aventuras behaviour policies. If this occurs, no reduction or return of enrollment fee, or any part thereof, will be made or issued. Using profanity, disparaging dialogues, physical violence, or threats of any kind during participation in Aventuras is strictly prohibited. Aventuras' rules and instructions must be followed at all times.

## JURISDICTION AND ENFORCEMENT:

This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of California, County of San Francisco for any actions, suits, or proceedings asserting a breach of this Agreement.

## CONSTRUCTION:

The Parties desire that this Agreement and these terms be construed fairly, according to their terms, in plain English, without constructive presumptions against the drafting party, and without reference to the paragraph captions, which are for reference only.

## SEVERABILITY:

If any provision of this Agreement is invalid, illegal, or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement and, without further action by the parties to this Agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

## EXECUTION OF FURTHER DOCUMENTS:

The Parties agree to sign any additional documents as may reasonably be required to effectuate the intent of the Parties as set forth in this Agreement.

## BINDING:

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, assigns, next of kin, heirs, administrators, executors, officers, and agents, as the case may be.

If only one parent or guardian signs this Agreement, then such parent or guardian represents and warrants that said parent or guardian has the exclusive authority to act on behalf of the Participant and on behalf of the non-signing parent(s) or guardian(s) and will indemnify and hold Aventuras, including any and all of its officials, directors, agents, staff, teachers, employees, assistants, interns, contract employees, volunteers, successors, licensees, and assigns harmless from any and all damages, liabilities, costs, or expenses of any kind or nature including reasonable attorney's fees, which may be claimed by the non-signing parent or guardian.

I/WE have read, fully understand, and agree to this Aventuras Registration Form Consent To Participate And Waiver And Release Of Liability, Authorization For Medical Treatment, Right Of Publicity Release, Participant Conduct, and all other sections of this document (collectively the "Agreement") in its entirety. I/We understand and agree that digitally signing this PDF document below will be considered the equivalent of my/our original signature(s) and will legally bind me/us to all the terms and conditions of this Agreement.

Child(ren)'s name(s): \_\_\_\_\_

Parent/caregiver #1 name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/caregiver #2 name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Aventuras Director's signature:  \_\_\_\_\_ Date: \_\_\_\_\_