

## **Mind Bubble - Parental Consent, Waiver, And Release of Liability Agreement**

1. **Mind Bubble's Mission.** I understand that Mind Bubble, Inc. ("Mind Bubble") works to connect students at the secondary level with community members to provide free educational workshops, games, and 1-on-1 tutoring. I further understand that Mind Bubble is an inclusive community that is committed to respecting students for being themselves.
2. **Mind Bubble's Programs.** I understand that Mind Bubble offers periodic educational workshops, which are presented by educators and other community members. I understand that these workshops are presented by volunteers who develop their workshops based on their personal knowledge of a subject-matter area. I understand that Mind Bubble also offers 1-on-1 tutoring with Mind Bubble volunteers. I understand that in connection with 1-on-1 tutoring, Mind Bubble also facilitates opportunities for students to play games, including but not limited to board games, card games, strategy games, fantasy games, and story-telling games. I understand that the workshops, tutoring, and games constitute Mind Bubble's Programs, and that Mind Bubble's Programs are offered at various locations some of which locations are public spaces or locations that have been donated for use in connection with Mind Bubble's Programs.
3. **Participation in Mind Bubble's Program.** I hereby consent to my child, identified below, participating in Mind Bubble's Programs.
4. **Assumption of Risk.** I understand and acknowledge that participation in Mind Bubble's Programs carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including preparations for and transportation to and from Mind Bubble's Programs, on my own behalf and/or on behalf of my child. I understand that the specific risks associated with Mind Bubble's Programs vary, and include but are not limited to illness, emotional injury, and personal injury, including death, due to the physical, mental, and emotional challenges in Mind Bubble's Programs. I understand and acknowledge that such outcomes or injuries may arise from my child's own or another's action, inaction, or negligence, or conditions related to travel or the locations of Mind Bubble's Programs.

I understand that Mind Bubble does not make any representations as to the safety of the premises at which Mind Bubble's Programs are offered. I understand that Mind Bubble offers no guarantee that my child's participation will be confidential or private. I further understand that Mind Bubble's Programs are offered in conjunction with Mind Bubble volunteers whose expertise and knowledge related to the various subject matters may vary. I further acknowledge that although Mind Bubble endeavors to screen its volunteers and interns, it can offer no guarantee as to the competency, credentials, qualifications, or background of its volunteers and interns. **I hereby assert that my child's participation in Mind Bubble's Programs is voluntary and that I**

**knowingly accept and assume any and all associated risks, both known and unknown to me and my child.**

5. **Hold Harmless.** In consideration of my child's participation in Mind Bubble's Programs, I hereby agree to release, waive, discharge, and indemnify and hold harmless, to the fullest extent permissible under the law, Mind Bubble and its members, officers, directors, employees, contractors, volunteers, interns, facilitators, representatives, successors, assigns, and agents (the "Indemnified Parties") from and against any and all actions, claims, or losses, whether known or unknown, anticipated or unanticipated, that might arise out of or in connection with the administration of Mind Bubble's Programs or any services provided or performed by any of the Indemnified Parties in connection with Mind Bubble's Programs ("Claims"), whether such Claims are based on negligence, strict liability, breach of warranty, contract, or any other grounds. In addition, I fully, completely, and unconditionally waive and release each of the Indemnified Parties from all rights, liabilities, duties, claims, charges, demands, actions, damages, costs, attorney fees, or expenses of any kind that I, or my child, may have now or in the future against any of the Indemnified Parties relating to my child's participation in Mind Bubble's Programs.
6. **Compliance with Mind Bubble's Rules and Applicable Laws.** I understand that I and my child must abide by the instructions, policies, procedures, and regulations of Mind Bubble, including those conveyed by its members, officers, directors, employees, contractors, volunteers, interns, facilitators, representatives, successors, assigns, and agents, as provided to me or my child in writing or orally at any time. I also understand that I and my child must abide by any applicable rules, regulations, or statutes otherwise prescribed by law while participating in Mind Bubble's Programs. I understand that any violation by myself or my child of such instructions, policies, procedures, regulations, rules, or statutes may result in the suspension or termination of my child's participation in Mind Bubble's Programs.
7. **Severability.** In the event that any portion of this agreement, or any portion of any covenant, waiver, release, or indemnification hereunder, is held to be invalid or unenforceable, the validity or enforceability of the remainder of this agreement shall be unaffected and shall remain valid and enforceable to the fullest extent permitted by law.
8. **Governing Law.** This agreement and any disputes arising under or in connection with it shall be governed by the laws of the State of Georgia, excluding that State's choice-of-law principles. I hereby consent on behalf of myself and my child to the exclusive jurisdiction and venue of the state and federal courts of Georgia.

I have read and understood this agreement. I hereby consent to this agreement and agree, on behalf of myself and my child, and each of our respective personal representatives, guardians,

successors, assigns, heirs, and next of kin, to be bound by its terms. I understand that this release, waiver of liability, and covenant not to sue shall remain effective even if I terminate my child's participation in Mind Bubble's Programs and shall not expire at any time.