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Minor Child/Participant Name

Birthday (M/D/Y)

TerraTime, INC is committed to conducting its programs and activities in the safest manner possible and holds the safety of participants in the highest possible regard. Participants and parents registering their children in programs and activities must recognize, however, that there is an inherent risk of injury when choosing to participate. TerraTime, INC strives to reduce such risks and insists that all participants follow safety rules and instructions, which have been designed to protect the participant's safety.

Please recognize that TerraTime, INC does not carry medical accident insurance for injuries sustained in its programs and activities. The cost of such medical expense would make program fees prohibitive. Therefore, each person registering themselves or a family member for a program or activity should review their own health insurance policy for coverage. It must be noted that the absence of health insurance coverage does not make TerraTime, INC responsible for the payment of medical expenses.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Waiver of Liability (the "Waiver") is executed on this _____ day of _____, 20____, by _____ (the "Parent/Guardian") of _____ (the minor "child") in favor of TerraTime, Inc., a corporation organized and existing under the laws of the State of Indiana, TerraTime, Inc., and both of their respective directors, officers, employees, agents, shareholders, affiliates, successors and assigns (collectively, "TerraTime").

I, the Parent/Guardian, desires for my child to participate in TerraTime, INC programs and engage in the activities related to those programs. I understand the nature of such activities. In consideration for allowing my child to participate in TerraTime's activities, I hereby freely and voluntarily, without duress, execute this Agreement under the following terms:

1. Waiver and Release. I, the Parent/Guardian, release and forever discharge and hold harmless TerraTime, INC and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from me or my child's participation with TerraTime, INC.

I understand and acknowledge that this Waiver and Release discharges TerraTime, INC from any liability or claim that I, the Parent/Guardian, may have against TerraTime, INC with respect to bodily injury, personal injury, illness, death, or property damage that may result from me or my child's activities and time spent with TerraTime. I also understand that TerraTime, INC does not assume any responsibility for or obligation to provide financial assistance or other assistance to me or my child, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

2. Insurance. I, the Parent/Guardian understand that I expressly waive any such claim for compensation or liability on the part of TerraTime beyond what may be offered voluntarily and freely by a representative of TerraTime, INC, in its sole discretion, in the event of such injury or medical expense.

3. Medical Treatment. I hereby release and forever discharge TerraTime, INC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me or my child, in connection with an emergency during my time with TerraTime.

4. Assumption of the Risk and Indemnification. I understand that TerraTime, INC's programs may include activities that may be hazardous to me or my child, including, but not limited to, outdoor elements, hiking, swinging, and playing in nature. I hereby expressly and specifically assume the risk of injury or harm in these activities and release TerraTime, INC from all liability for injury, illness, death, or property damage resulting from my or my child's activities and my or my child's time with TerraTime. If I, or anyone on my behalf makes a claim against TerraTime, INC related to my or my child's activities and time with TerraTime, I agree to indemnify, save and hold harmless TerraTime, INC from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.

5. Photographic Release. I hereby grant permission to TerraTime, Inc., to use, including to display publicly or to perform, the above-named minor's image, likeness, or voice recording on the TerraTime website or in any other official TerraTime publications without further notice or compensation. I hereby consent that any such image, likeness, or voice contained in photographs, recordings, and tapes are the property of TerraTime, INC, which shall have the right to print, reprint, publish, copy, vend, perform or represent publicly, or create derivative works based on and using the image, likeness, or voice depicted in such photograph, film, or sound recording as it may desire free and clear of any claim whatsoever on my part or the part of the above-named minor.

I also understand that once the above-named minor's image, likeness, or voice recording is published on a web site, it can be downloaded by any computer user. **Personal information, such as a minor's full name, parent/guardian's names, addresses and telephone number will never be published.** If a minor's name is used with a photograph, film, or sound recording, it will be in the form of a first name. For example, student Jane Doe may be listed as "Jane."

Therefore I agree to indemnify, defend and hold harmless TerraTime, INC, its officers, employees, agents, successors and assignees (the "Indemnified Parties") from and against any and all claims and liabilities resulting from this publishing.

- Permission is granted for the Photographic Release.

Parent/Guardian's Signature

Date

- Permission is denied for the Photographic Release.

Parent/Guardian's Signature

Date

6. Behavior. I understand that my and my child’s behavior at TerraTime must comply with all rules and regulations of TerraTime, INC and laws of the State of Indiana and the United States of America.

7. Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Waiver shall be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING.

I have read this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily.

Parent/Guardian Signature

Date

Print Parent/Guardian Name

Telephone Number

Street Address, City, State, Zip