

WAIVER OF LIABILITY AND RELEASE

To be signed by adults if the participant is under 18 years of age.

This Waiver of Liability and Release (the "Release") executed on this _____ day of _____, 20____

by _____, a minor youth ("Participant"),

and _____, the parent having legal custody and/or legal guardianship for the Participant in favor of Power Mountain Engineering, Inc. a nonprofit corporation existing under the laws of the State of Colorado and its directors, officers, employees and agents, sponsors, co-sponsors, donors, and volunteers (collectively "Nonprofit").

Acknowledgement and Assumption of Risk

The undersigned parent and/or legal guardian does hereby acknowledge that he/she is aware of the dangers and the risks to the Participant's person and property by engaging in the Nonprofit's afterschool program. The program's activities include but are not limited to the use of high-school manufacturing machinery, welding equipment, hand tools, flammable gasses and liquids, and electrical devices and instruments.

The undersigned parent and/or legal guardian and Participant understand that this activity involves certain risks for physical injury to the Participant. We also understand that there are potential risks, some of which may presently be unknown. Because of the dangers of engaging in this activity, the undersigned parent and/or legal guardian and Participant recognize the importance for the Participant to fully comply with the acceptable laws, policies, rules and regulations, and any supervisor's instructions while engaged in this activity.

The undersigned parent and/or legal guardian and Participant understand that the Nonprofit does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant and parent and/or legal guardian is expected to obtain his/her own medical or health insurance coverage.

The undersigned parent and/or legal guardian acknowledges that the Participant voluntarily elects to engage in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability and Release

In consideration for being allowed to engage in the above-referenced activity and on behalf of myself, the Participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent and/or legal guardian forever;

a) waives, releases, and discharges the Nonprofit from any and all liability for the Participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the Participant, and the Participant's estate as a direct or indirect result of engaging in the activity; and

b) defend, indemnify, and hold harmless the Nonprofit from and against any and all claims of any nature including all costs, expenses, and attorneys' fees, which in any manner result from the Participant's actions during the activity.

Medical Release

Consent is given for the Participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity. The Participant and his/her parent and/or legal guardian hereby release and forever discharge the Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection the program's activities.

Photographic Release

The Participant and the undersigned parent and/or legal guardian do hereby grant and convey unto the Nonprofit all right, title and interest in any and all photographic images and video or audio recordings made by the Nonprofit during the Participant's activities with the Nonprofit, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

This Release shall be construed broadly to provide release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to myself and/or the Participant regarding any losses the Participant may sustain as a result of engaging in this activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name of Minor: _____

Age of Minor _____

Signature of Parent/Guardian: _____

Date _____

Printed Name of Parent/Guardian: _____