

**Big Sky Learning, LLC**

**RELEASE, WAIVER, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT**

This release, waiver, indemnification, and assumption of risk agreement (“Agreement”) dated as of the date set forth below, is by and between the undersigned (“Parent”) and Big Sky Learning, LLC (“Big Sky”), a New Mexico business entity.

**RECITALS**

1. Parent is the parent or legal guardian of \_\_\_\_\_ (“Student”), who intends to enroll or is enrolled as a student of Big Sky Learning.
2. Parent understands that Student will engage in scholastic and extracurricular activities while enrolled at Big Sky, such as field trips, sports activities, and community activities. Parent further understands that there are hazards involved in Student’s participation in such activities, including, but not limited to sports-related injuries, injuries from equipment used by Student, and vehicular accidents. Parent also understands that Student will be handling tools and materials such as soldering irons, welders, gas torches, razor knives, electronic assemblies, metals, and other items that could potentially cause bodily injury or even death.
3. Parent agrees that if Student has any health problems such as heart, respiratory, or circulatory conditions, diabetes, or epilepsy, he or she will so inform Big Sky prior to executing this Agreement.
4. Big Sky assumes no responsibility for damage to or theft of personal property of Student or Parent which may occur in connection with Student’s enrollment at Big Sky.
5. Parent desires to permit Student to engage in all activities provided or scheduled by Big Sky with full knowledge of the inherent risks and dangers and the physical injuries that could result, and hereby agrees to assume the risk of any such injury.
6. Big Sky will not permit any student to participate in its classes of activities prior to the execution by such Student’s Parent or legal guardian of this Agreement.
7. Big Sky may take photos or video of your child for use in program related training and promotion including but not limited to school flyers, newspaper advertisements, and website use.

**THEREFORE**, in consideration of Student’s enrollment at Big Sky and Student’s ability to participate in classes and activities of Big Sky, Parent agrees as follows:

1. Parent hereby releases, waives, discharges, and relinquishes any and all claims or causes of action for personal injury, property damage, or theft which may arise as a result of Student’s enrollment at Big Sky.
2. Parent for him/herself and on behalf of Student, their respective heirs, agents, personal representatives and assigns, agrees that in the event any claim for personal injury, theft, or property damage arising from Student’s enrollment at Big Sky shall be prosecuted against Big Sky, Parent shall indemnify and hold harmless Big Sky from any and all such claims or causes of action by whomever or wherever made or presented.
3. Parent, signing below, agrees to the terms of this Agreement for him/herself and on behalf of Student, and waives any derivative cause of action that such parent of guardian may otherwise have had as a result of personal injury or death of Student.
4. As used herein, “Big Sky” shall include the business entity, its officers, directors, employees, agents and servants.
5. As used herein, “enrollment” at Big Sky shall include participation in any and all activities conducted, offered or sponsored by Big Sky, including on-site and off-site classes, programs, and activities.

**IT IS THE INTENTION OF PARENT BY SIGNING THIS AGREEMENT TO EXEMPT AND RELIEVE BIG SKY FROM ANY LIABILITY FOR PERSONAL INJURY, THEFT, OR PROPERTY DAMAGE.**

Parent acknowledges that he/she has read the foregoing, fully and completely understands the potential dangers incident to Student’s enrollment, and is fully aware of the legal consequences of signing this Agreement.

\_\_\_\_\_  
(Signature of Parent)

DATE: \_\_\_\_\_