



**~GOLDEN STATE ACADEMY PARTICIPATION FORM AND CONTRACT AGREEMENT~**

**RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR PARTICIPATION IN GOLDEN STATE ACADEMY EVENTS AND COMPETITIONS**

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Please initial each section below:

**( ) Declaration:** I do hereby further declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my participation in team functions events and competitions. I do further hereby acknowledge and understand that Golden State Academy does not carry or maintain health, medical or disability insurance for the undersigned and therefore agree to assume responsibility for such insurance coverage on the undersigned.

**( ) Acknowledgment and Assumption of Risks:** I understand that there may be inherent risks, dangerous conditions, or harmful consequences of my travel to and from, attendance at, and participation in tournaments events and competitions. I acknowledge that there are both known and unknown risks in the activities provided and/or sponsored by Golden State Academy and that there may be unavoidable risks involved in such activities. I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to Golden State Academy events or competitions.

**( ) Release, Waiver and Indemnification:** In consideration of permission granted by Golden State Academy to participate in Golden State Academy events, classes, and competitions, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge Golden State Academy, its officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against Golden State Academy and the parties named above for all personal injuries, death, or loss of property which I incur by participating in any Golden State Academy events, classes, or competition, whether such injuries are caused by my

negligence or the negligence of Golden State Academy or any of its employees, representatives, or volunteers. I agree to indemnify Golden State Academy, its officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

**( ) Risk of Travel:** I hereby give permission for The Golden State Academy staff to travel and transport my child when necessary. I also absolve The Golden State Academy of any issues or hazards that may accrue while traveling to and from tournaments, including illness, injuries and death. I also understand that The Golden State Academy will handle all travel arrangements for its students, that the dates and times that are chosen are for the benefit of my child's educational experience. I understand that if I decide to book and or make my own arrangements outside of the above organization I will be responsible for how my child's arrangements to and from events.

**( ) Compliance with Event and/or Competition Rules and in class behavior:** I agree to abide by all Golden State Academy rules now in force or that may be adopted in the future, and all instruction given to my child in regards to speech and debate activities at The Golden State Academy. *These include sign up deadlines, drop deadlines and drop fees. It is my responsibility to find out about any specific rules regarding the competitions my child will be competing in. I also understand that if my child is involved in behavior detrimental to the class/competition, GSA reserves the right to remove students from current/future competitions/classes without a refund.*

**( ) Payment and Refund Policy: Fall and Spring Semester:** I hereby understand that my child is allowed to attend their first class for free. I accept and understand that any participation past this one class will require a full payment of that semester's tuition. I acknowledge and accept that \$400.00 per tuition payment is a NON-REFUNDABLE security deposit. If by the 3rd attended class I am not satisfied with services provided, I understand that I may withdraw my child from classes and receive a full refund except for the \$400.00 non-refundable security deposit. If I withdraw after the 3rd attended class, I accept that my refund will be prorated by The Golden State Academy's up to the 15th attended class. I understand that the refund amount is dependent on the day which I withdraw. I also understand that a 25% free will be added to the final cost of classes that have been attended and will be deducted from my final refund amount.

**( ) Payment and Refund Policy: Summer Courses:** I hereby understand that If I do not wish to continue attending classes at The Golden State Academy after the first day of attended class that I am eligible for a full refund. I accept that if I wish to withdraw on the second or third day that a 25% free will be added to the final cost of classes that have been attended and will be deducted from my final refund amount. I acknowledge and accept that withdrawal from classes after the third attended class that I am not eligible for a refund.

**( ) Attendance and Make Up Classes:** I hereby understand that it is my child and I's responsibility to attend any classes that have been missed. I understand that The Golden State Academy has multiple opportunities for students to attend and make up classes in either the

Fremont, or Cupertino locations. I accept that The Golden State Academy will not reimburse any amount of tuition fees due to unattended classes.

**( ) Mature content:** I hereby understand that my child will be exposed to content that may be considered mature in both speech and debate activities. I understand and accept that all subject material that my child may receive is with the intention that 1. It is essential to ensure the best possible education and 2. Is being distributed and monitored by the expertise of the coaching staff.

**( ) Model Release.** For valuable consideration, I hereby confer on The Golden State Academy the absolute and irrevocable right and permission with respect to the photographs and video footage that he/she has taken of my minor child in which he/she may be included with others: a) To copyright the same in "Golden State Academy" or any other name that the organization may select; b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs and videos, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and; c) To use my name or my child's name in connection therewith if he/she so decides. d) I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. I hereby release and discharge "The Golden State Academy" from all and any claims and demands ensuing from or in connection with the use of the photographs, images and videos, including any and all claims for libel and invasion of privacy. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of "The Golden State Academy" as well as the person(s) for whom he/she took the photographs and video footage.

**THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.**

**PARENT OR GUARDIAN:**

We, the undersigned, have read this Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OUR CHILD AND OURSELVES.

**Clearly PRINT the following information:**

Child's Name: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_