

CLOTHES FOR KIDS—ASSUMPTION OF RISK,
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, being over age 18 (or with parental consent if under 18), and of sound mind, IN CONSIDERATION, of Clothes For Kids permitting me to be on and volunteer and work at any of its premises, located in Snohmish County, Washington (the "Premises"), and to use its facilities and equipment and other property belong to Clothes For Kids (the "Property"), HEREBY AGREE, for myself and for my personal representatives, assigns, heirs and next of kin, as follows:

1. I HEREBY RELEASE, AND AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY Clothes For Kids and its directors, members, officers, agents, servants and employees, (hereinafter "Releasees"), from all liability, claims, demands, rights and possible causes of action, of whatsoever kind and nature, that may accrue from all known and unknown, foreseen and unforeseen, loss, damage (including attorney fees) or injury (including death) to my person or property or to the person or property of any other person, and the consequences thereof, whether foreseen or unforeseen, in any way resulting from or arising in connection with, or related to, my work for Clothes For Kids, volunteer or otherwise, and my use of the Premises and the Property or in any way connected with my being on the Premises, including without limitation resulting from Clothes For Kids' negligence. If I am signing on behalf of a minor, I further agree to DEFEND, HOLD HARMLESS AND INDEMNIFY Clothes For Kids from all such liability, claims, demands, rights and causes of action which the minor may have arising from or in connection with the minor's work for Clothes For Kids, volunteer or otherwise, the minor's use of the Premises and the Property or the minor's being on the Premises, and from all such liability, claims, demands, rights and causes of action which any other person may assert on behalf of or with respect to such minor.
2. I understand that this release, waiver of liability and indemnification agreement applies, without limitation, to any claims, including, without limitation, claims based on negligence, contract and product liability, and that it also applies, without limitation, to claims based on the failure of any person to enforce rules and regulations, the failure of any person to inspect any of the Premises or the Property, the failure of the area where the Property will be used or where I, or the minor on whose behalf I am signing, will work or be to provide proper safety equipment or measures, or to provide proper instruction or technical direction, or the negligence of any person, including without limitation the Releasees and myself, or the minor on whose behalf I am signing.
3. I expressly agree that this release, waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by applicable state and federal laws and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.
4. I understand and agree that the terms and conditions of this release, waiver of liability and indemnification agreement shall be binding upon my heirs, assigns, and administrators, and the heirs, assigns, and administrators of any minor on whose behalf I am signing.

NAME: _____ PHONE: _____

ADDRESS: _____

DATE OF BIRTH: _____

PARENT SIGNATURE (if volunteer/worker under 18): _____

VOLUNTEER SIGNATURE: _____ DATE: _____