



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

LifeWise Academy is a non-denominational, Bible-based released time religious instruction program with emphasis on character education which is administered and operated by LifeWise, Inc., an Ohio not-for-profit corporation organized and tax exempt under Section 501(c)(3) of the Internal Revenue Code ("**LifeWise Academy**"). I desire for my child to participate in LifeWise Academy's released time religious instruction program during school hours (the "**Activity**") at the designated location for my child's program and other locations selected by LifeWise approved by me for field trips (the "**Premises**"). In consideration of the intangible value that my child will gain by participating in the Activity and in recognition of the LifeWise Academy's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. **"I give my permission to participate in the Activity. I understand accidents can happen when doing fun activities and accept the risks. I agree that my child will come to the Activity healthy."** I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the risk of serious injury, disability, death, related to transportation on LifeWise Academy vehicles to and from the Premises. I am also aware of the highly contagious nature of bacterial and viral diseases, including but not limited to COVID-19, hand, foot, and mouth, RSV, and measles (collectively, the "Diseases") and the risk that my child may be exposed to or contract the Diseases by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of LifeWise Academy employees, volunteers, or others, including negligent emergency response or rescue operations of LifeWise Academy. I understand my child's participation in the Activity and that being on the Premises and engaging in the Activity may increase his or her risk of contracting the Diseases. I acknowledge that any injuries that my child sustains may result from or be compounded by the actions, omissions, or negligence of Lifewise Academy, including negligent emergency response or rescue operations of Lifewise Academy. notwithstanding the risk, I acknowledge that my child is knowingly and voluntarily participating in the activity with an express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from the activity, whether caused by or that may result from the negligence of Lifewise Academy or any other participant to the fullest extent permitted by law.

2. **"I agree not to sue LifeWise."** I hereby expressly waive and release any and all claims, now known or hereafter known, against LifeWise Academy and its officers, directors, manager(s), employees, volunteers, agents, landlords, licensors, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my child being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the LifeWise Academy or any Releasees or otherwise. I covenant not to make or bring any such claim against LifeWise Academy or any other Releasee, and forever release and discharge LifeWise Academy and all other Releasees from liability under such claims. This waiver and release does not extend to claims for willful and wanton misconduct, or any other liabilities that Ohio law does not permit to be released by agreement.

3. **"I give permission for my child to receive emergency medical treatment."** I hereby consent for my child to receive medical treatment deemed necessary if my child is injured or requires medical attention during his or her participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless LifeWise Academy from any claim based on such treatment or other medical services.

4. **This Release constitutes the sole and entire agreement of LifeWise Academy and me with respect to the subject matter** contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of LifeWise Academy and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Delaware County, Ohio and I hereby consent to the exclusive jurisdiction of such courts.