

## LADI PARTICIPANT RELEASE, WAIVER AND INDEMNITY AGREEMENT

This will confirm an agreement (the “Agreement”) by \_\_\_\_\_ (the “Participant”) for the benefit of **The Los Angeles Debate Intensive LLC (“LADI”)** with respect to the San Jose Debate Intensive (“SJDI”) for the term **June 24, 2018 to July 29, 2018**. The terms of this Agreement are as follows:

1. **Governing Law:** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A prevailing party in any dispute shall be entitled to an award of attorney fees.
2. **Acknowledgement of Transportation:** The Participant (and his or her parent or legal guardian, if the Participant is a minor) understands that they will be transported by car, bus, or shuttle at various times during SJDI. This includes, but is not limited to, transportation between Mineta San Jose International Airport and San Jose State University on June 24, 2018 and/or July 29, 2018 (or an alternate date and location, if indicated by SJDI/LADI staff) and transportation to and from an activity away from San Jose State University’s campus. The Participant (and his or her parent or legal guardian, if the Participant is a minor) further consents for the Participant to participate in any off-campus activities arranged by the LADI/SJDI. The off-campus activity may include, but is not limited to, meals in downtown San Jose and day trips to San Francisco, CA.

**Personal Conduct:** During travel to and from SJDI and all SJDI/LADI activities (on or off-site), the Participant agrees to follow the SJDI/LADI Personal Conduct Policy requirements, attached hereto as Exhibit A. The Personal Conduct Policy includes the Off-Site Personal Conduct Policy requirements, also attached as Exhibit A. The Participant understands that failure to abide by the Personal Conduct Policy may cause the Participant to be removed from the rest of the SJDI workshop without refund. The Participant further agrees to be subject to any fees for room keys, building access cards, or linens not returned at the end of the program, or for damages to their room or other property of the host venue. The Personal Conduct Policy includes, but is not limited to,

- a. Following all federal, state, and local laws;
  - b. Refraining from any kind of harassment (verbal, sexual, etc) targeting or in the presence of instructors and/or other student participants;
  - c. Abiding by all rules of the host venue.
3. **Release of Liability:** The Participant (and his or her parent or legal guardian, if the Participant is a minor) shall hold the LADI harmless, defend and indemnify them from any claims arising from the Participant’s participation on debate coaching services by LADI/SJDI, housing/boarding at San Jose State University during the SJDI program, and any claims arising from transportation and/or off-site activities. This release includes, but is not limited to, physical injury, mental and emotional grievances, and personal complaints on behalf of students, parents, or instructors. I acknowledge that any activity, including transportation and off-site activities, carries with it risks of injury and damage to not only myself but others as well. As such, I knowingly assume all risks of liability known or unknown relating to my participation in off-site activities and transportation associated with LADI. I further release and hold harmless LADI for any injuries that I may suffer in connection with vehicle travel and/or off-site activities. Such release and indemnity is more fully set forth in Exhibit B attached hereto.

The party agrees that violation of the Personal Conduct Policy will result in immediate termination of services of SJDI/LADI and that the student’s fees will NOT be returned or refunded.

By signing this document, I have read and agreed to the above terms.

Signature of Student: \_\_\_\_\_

Print Name of Student: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature of Legal Guardian (if Student is under 18): \_\_\_\_\_

Print Name of Legal Guardian: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**  
**Personal Conduct Policy**

Participants in the San Jose Debate Intensive (“SJDI”) must follow the **Personal Conduct Policy**.

1. Participants must, at all times, follow all federal, local, and state laws that are applicable.
2. Participants may not harass and/or bully any participants or instructors of the LADI/SJDI. Harassment of a verbal, physical, sexual, or online nature will not be tolerated.
3. Participants must abide by all rules of the host venue, including all terms and conditions of the San Jose State University Summer Conference Housing and Dining Services. Participants may not vandalize or damage the property of the host venue. Participants will be subject to any charges assessed by the host venue for damages to their room or other property.
4. Participants are responsible for the room keys, building access cards, and linens assigned to them during SJDI/LADI. Keys and key cards must be returned at the end of the program. Lost or damaged room keys will be subject to a \$75 replacement charge and lost or damaged access cards will be subject to a \$25 replacement charge.
5. Participants must remain on the premises unless personally escorted off the premises by an instructor for lunch, or for an emergency. In the event of leaving the premises, the Participant must remain with the instructor at all times.
6. Participants must refrain from the use of alcohol and controlled substances without prescription while at LADI/SJDI.

During off-site activities, participants in SJDI must follow the additional **Off-Site Personal Conduct Policy** requirements.

7. Participants must remain within the general vicinity of the off-campus activity designated by instructors of the LADI/SJDI at all times. If participants are not accompanied by a staff member, they must check in with instructors at regular intervals or when contacted by the staff of the LADI/SJDI. Participants must answer all phone calls and/or text messages from all staff members of the LADI/SJDI.
8. When transportation has been scheduled to leave from San Jose State University or a designated off-campus location at a particular time, participants must be present at that location by the designated time.
9. Participants must refrain from the use of alcohol and controlled substances without prescription during all off-campus activities.
10. Participants must abide by all additional rules and guidelines issued by staff of the LADI/SJDI.

**Exhibit B**  
**Release of Liability, Indemnity and Covenant Not to Sue**

I acknowledge that any activity, including debate preparation and coaching, carries with it risks of injury and damage to not only myself but others as well. As such, I knowingly assume all risks of liability known or unknown relating to my participation in The Los Angeles Debate Intensive LLC (“LADI”) or other related activities with LADI, including housing/boarding at San Jose State University during the SJDI program.. I further release and hold harmless LADI for any injuries that I may suffer as a result of my participation in LADI/SJDI.

In this regard, I hereby release LADI from all liability for any acts of negligence or want of ordinary care on the part of LADI or any its agents and representatives from any and all claims of liability for injury or damage to me personally or to property arising out of my participation in LADI and related activities. This agreement is binding upon me, my parents if I am under 18, my executors, heirs and assigns.

**I EXPRESSLY WAIVE ANY RIGHT I MAY HAVE UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES; “A GENERAL RELEASE DOES NOT EXTEND OT CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”**

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I further agree I will indemnify and hold harmless LADI/SJDI, its agents and representatives against all claims, demands, and causes of action, including court cost and actual attorney fees, arising from any proceeding or lawsuits brought by or prosecuted for my benefit, in which this release is upheld.

I acknowledge that I have read this Release of Liability and know and understand its contents.

I further consent to the unrestricted use by LADI and/or any person authorized by them of any photographs, recordings, interview, videotapes, motion pictures or similar visual or auditory recording of me created in connection with LADI by LADI/SJDI. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted. The waiver and release granted by me hereunder is legally binding and shall be considered irrevocable. I agree that LADI may rely upon this release to the fullest extent permissible at law or in equity.

I FURTHER COVENANT AND AGREE NOT TO TAKE LEGAL ACTION OR THREATEN LEGAL ACTION AGAINST THE LADI TERM FOR ANY OF THE CLAIMS, LOSSES, OR LIABILITIES THAT I HAVE WAIVED, RELEASED, OR DISCHARGED HEREIN. I HEREBY INDEMNIFY, HOLD HARMLESS AND AGREE TO DEFEND THE LOS ANGELES DEBATE INTENSIVE LLC FROM ANY AND ALL EXPENSES INCURRED, CLAIMS MADE, OR LIABILITIES ASSESSED AGAINST THEM, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES AND LITIGATION EXPENSES, ARISING OUT OF OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY (A) MY ACTIONS OR INACTIONS; (B) MY BREACH OR FAILURE TO ABIDE BY ANY PART OF THIS WAIVER AND RELEASE INCLUDING BUT NOT LIMITED TO MY COVENANT NOT TO SUE; (C) ANY OTHER HARM CAUSED TO ME; AND (D) ANY NEGLIGENT RESCUE OPERATIONS.

Name of Participant if over 18 or Participant’s Parent/Legal Guardian (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_