



## **General Liability and Damage Waiver**

**WHEREAS**, Comprehensive Autism Related Education (CARE), Inc. (hereinafter also referred to as “Releasee” and/or “Releasees”) on the condition precedent of a full and complete waiver of liability and damages by Releasor desire to participate in services provided by CARE, Inc. (Assessment, treatment, intervention and or social skills groups, parent education groups, sibling groups, and related groups/activities).

**WHEREAS**, \_\_\_\_\_ (*Print First and last name*) on behalf of himself/herself and all of his or her dependents and/or all within his or her charge, care or supervision (hereinafter referred collectively referred to as “Releasor”) desires to satisfy the condition precedent being a full and complete waiver of liability and damages in order to gain access to and participate in the CARE services.

**WHEREAS**, Releasor desires to participate in CARE services (as indicated above) from \_\_\_\_\_ day of \_\_\_\_\_ (Month) , 20\_\_\_\_ (Year) until services are terminated per contract or written notice of Releasor.

**NOW THEREFORE**, the parties do hereby agree as follows:

**Consideration:** The parties hereto agree and acknowledge the sufficiency and receipt of consideration underlying this Agreement which is that Releasor agrees to waive any and all rights to bring any complaint, action or proceeding against Released Parties (as defined hereinafter) for any reason whatsoever arising out of or surrounding Releasor’s participation in the CARE services, including but not limited to any injury to Releasor’s person or property.

**Waiver of Liability and Right to Seek Damages:** I understand that all risk will be mine and mine alone, and I completely hold harmless Releasees as well as their respective successors, assigns, heirs, agents, insurers, shareholders, officers, directors, agents and representatives (collectively, the “*Released Parties*”). I further agree to defend and indemnify the *Released Parties* from any claim or expense, (including reasonable attorney’s fees and litigation expenses) arising from any injuries or harm that myself or others may suffer in relation to my participation in CARE services.

In the event I become injured in any manner or any property becomes destroyed or otherwise damaged, I hereby fully and forever discharge the *Released Parties* from any and every liability, past, present or future, known or unknown. In entering into this release, I expressly waive any rights or benefits under California Civil code section 1542 which provides:

*“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor or at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”*

**Choice of Law and Forum:** The parties agree that California law shall be applied to interpret and enforce this Agreement and that Los Angeles County, California is the proper venue.



**Attorneys' Fees and Costs:** If any party brings any action that arises out of or relates to this Agreement in any way, including the interpretation and/or validity of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs associated with the same.

**Recitals:** The parties intend to include and do hereby incorporate each and every recital into the Agreement. Accordingly, each and every recital shall be deemed a material element to this Agreement.

**Integration:** This is the parties entire Agreement and any and all other agreements, understandings, representations and warranties are integrated fully and completely herein. No other agreements warranties or representations, other than those expressly set forth herein exist between the parties nor has either party relied upon any warranty, representation, understanding or agreement in entering into this Agreement.

**Severability:** In the event that any term, condition, or covenant contained in this Agreement is held to be invalid, any such invalidity shall not affect the validity and enforceability of any other term, condition, or covenant contained herein, which other terms shall remain in full force and effect. The provisions of this Agreement are for that purpose deemed to be severable. If any part of this Agreement is determined to be unenforceable by an arbitrator or court, the parties agree that the arbitrator or court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of this Agreement, which limitation reflects the intent of the parties as closely as possible, and that, as modified, the Agreement shall be fully enforceable as if set forth herein by the parties themselves in modified form.

**Waiver:** Neither party shall waive any portion of this Agreement unless it is in writing and signed by all parties hereto.

**By signing below, I witness that I have read understand agree and warrant that I have authority to execute and enter into this Agreement as set forth herein above.**

## **RELEASOR**

**\* Responsible Adult = Legal Guardian, Conservator, or Parent of Minor (> 18).**

\_\_\_\_\_  
Client Name (First & last)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Name of Responsible Adult (First & Last)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interpreter (if applicable) (First & Last)

\_\_\_\_\_  
Date