

ONLINE TUTORING WAIVER, RELEASE and INDEMNIFICATION AGREEMENT

In consideration of agreement to permit me, or in the case of minors, my son or daughter (also referred to herein as “my child” or “minor child”) to participate in the free tutoring program (the “Program”), and as consideration for the right to participate in the Program, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Program, and do hereby release and forever discharge the person(s) providing tutoring (the “Tutor(s)”), the person(s) being tutored (the “Student(s)”), their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, facilitators, go between, introducers, persons matching Tutors to Students, and/or referral sources (collectively, the “Parties” and individually each “Party”), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I and/or my son or daughter may suffer as a direct result of their/my participation in the aforementioned Program.

I am fully aware that my and/or my child’s participation in this Program is totally voluntary and unpaid by any Party, and any Party may quit the Program without notice at any time.

In consideration of this agreement to permit me and/or my son or daughter to participate in the aforementioned Program, the receipt and sufficiency of which is hereby acknowledged, I further agree as follows:

- I, individually, and/or on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge each Party and its employees, students, agents, servants, officers, trustees and representatives (in their collective and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries, including death, mental anguish or emotional distress to me and/or my child, and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys’ fees, which arise out of, occur during, or result from me and or my child’s participation in the Program including online technology, or travel costs, and including without limitation any loss, claim, demand or suit that I and/or my child might assert once he/she attains the age of majority.
- I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless each Party, and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorneys’ fees, which result from, arise out of or relate to me or my child’s participation in the aforementioned Program.
- I agree that this Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the United States and the State of California, and if

any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

- I hereby acknowledge and accept that there are certain risks, known and unknown, including psychological injury and other injury that could result from my and/or my child's participation in the aforementioned Program. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of Program's advantages to provide free tutoring to Students and/or experience and merit for being a Tutor. I, individually and/or on behalf of my minor child hereby release and discharge all Parties from any and all negligence, including each of their own negligence, in connection with me and/or my child's attendance at, or participation in the Program, including.
- I hereby understand and acknowledge that the online tutoring for the Program will take place throughout the various days of the week at agreed-upon times and schedules of each individual Tutor and Student. I agree that it is my responsibility entirely to arrange times and technology for me and my minor child to participate in the program, whether such tutoring takes place via internet or telephone.
- I hereby understand that the Tutors consist of students whos' primary consideration for participating in this program are, being potential college applicants, Participating in the Program for charitable reasons, who are thus, not certified or credentialed in any jurisdiction for teaching or providing tutoring. I also understand that the Tutors are not background checked, investigated, or otherwise researched to determine their fitness to tutor minors, and they have not received any training for such tutoring or teaching. I understand that there is no supervision or oversight for the tutoring provided by the Program after Tutors are introduced to Students. I understand that after such introduction, there generally will be no follow-up contact provided by any Party associated with the program and that it is up to me to supervise all contact between minor children. Thus, I understand that I am assuming the risk of the lack of training of the Tutors, which I understand can only be mitigated by my personal supervision of each and every contact between Tutor and Student.
- I understand that there is no customer service or support provided by the Program.
- I understand that, as a requirement for my minor child to participate in the Program, I am **REQUIRED TO SUPERVISE AND MONITOR ALL CONTACTS WITH MY CHILD, INCLUDING EACH AND EVERY TUTORING SESSION**, including all phone calls, emails, text messages, direct messages, social media posts, audio sessions, and video sessions. I also understand that I am **REQUIRED TO END ANY INAPPROPRIATE CONTACT** as soon as such inappropriate contact is detected. Upon any such inappropriate contact, I understand that I must end any audio or video session, and block any further communication to prevent such inappropriate contact, including by blocking email, text messages, phone calls and direct messages, and further by blocking or cancelling social media accounts as reasonably necessary to prevent any further such inappropriate contact.

- I hereby consent to any publicity, including the use of my child’s name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with my child’s participation in the Program.
- In signing this Waiver, Release and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provision, that I understand it affects my legal rights and those of me and/or my child (or children), that it is a binding Agreement, and that I have signed it knowingly and voluntarily.
- In the event that any provision contained within this agreement and its release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, by that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

By participating in this Program, I understand that I have read and understand this waiver and release, and I am aware that by participating in this Program, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against any Party associated with this Program.

Printed name of Student or Tutor: _____

If Student or Tutor is Minor, Printed name of Parent or Guardian: _____

Signature of Parent or Guardian (if Student or Tutor above is a minor): _____

Signature of Student or Tutor above (if not a Minor): _____