



Taipei First Girl's High School Alumni Association of Northern California Waiver and Release Agreement

By signing at the end of the on-line registration form, I hereby acknowledge this Waiver and Release Agreement (hereinafter the "Waiver") in the following representation, acknowledgement and agreement:

(i) I voluntarily join and participate in the activity and/or program either provided and/or sponsored by the Taipei First Girl's High School Alumni Association of Northern California ("hereinafter "TFGHAA-NC") alone or provided/sponsored by TFGHAA-NC in conjunction with other entities (hereinafter the "Activities");

(ii) I fully apprehend and understand all the possible risks and danger that are inherent in and/or associated with the participation of the Activities, and that I assume full responsibility and liability for any and all risk of injury, loss or damage (tangible or intangible) to person or property, real or personal, suffered by me while participating in the Activities;

(iii) Given the above and in consideration of TFGHAA-NC's permission and agreement for me to participate in the Activities, I hereby release and discharge TFGHAA-NC and TFGHAA-NC's organizers, sponsors, promoters, predecessors and successors in interest, heirs and assigns, past, present, and future officers, directors, members, employees, agents, instructors, affiliated and partner organizations (all such parties are hereinafter collectively referred to as the "Covered Entities") from, and relinquishes, any and all past, present, or future claims, demands, obligations, or causes of action for injury, compensatory or punitive damages (to person or property), costs, losses, expenses, and compensation (whether based on tort, contract, or other theories of recovery), which I have (or which may later accrue to or be acquired by me) against TFGHAA-NC and Covered Entities arising from or in connection with the participation in the Activities. I also agree that the release and waiver stated herein shall constitute a bar to all such claims. If, despite this Waiver, I or anyone on my behalf or claiming through me, makes a claim or brings suit/action against TFGHAA-NC or Covered Entities, I will indemnify and hold harmless TFGHAA-NC and Covered Entities against any and all claims or actions, any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim;

(iv) I shall also indemnify and hold harmless TFGHAA-NC and Covered Entities against any and all claims or actions by any other third party not released herein based on contribution, indemnification or similar theory if such claim or suits arises out of claims made me against such other third party in connection with the participation in the Activities;

(v). I further acknowledge and agree that the release I give to TFGHAA-NC and Covered Entities upon executing this Waiver applies to all claims for injuries, damages, or losses to person and property, real or personal (whether those injuries, damages, or losses are known or

unknown, foreseen or unforeseen, or patent or latent) which I may have against TFGHAA-NC and Covered Entities, and that **I hereby expressly waive application of California Civil Code Section 1542 and any similar or equivalent provisions under any other applicable laws. In this regard, I certify that I have read the following provisions of California Civil Code Section 1542:**

“A general release does not extend to 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 must have materially affected his settlement with the debtor.”

I understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if I should eventually suffer additional damages arising out of or in connection with the participation in the Activities, I will not be able to make any claim for those damages. Furthermore, I acknowledge that I intend these consequences even as to claims for damages that may exist as of the date of this Waiver but which I do not know exist, and which, if known, would materially affect my decision to execute this Waiver, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause;

(vi) If I bring any person (minor or adult) with me while participating the Activities, I shall take the full responsibility of monitoring, taking care of and supervising that person. I assume full responsibility and liability for any and all risk of injury, loss or damage (tangible or intangible) to person or property, real or personal, suffered by that person while I participate in the Activities. I give the same and all the waiver, release, indemnification and hold harmless agreement contained in this Waiver to TFGHAA-NC and Covered Entities for any and all claims, suits or actions that I or any other party may legally bring on behalf of and/or claim through that person.

(vii) I acknowledge and represent that, in executing this Waiver, I have not relied on any inducements, promises, or representations made by TFGHAA-NC or any party representing or serving TFGHAA-NC. I further represent that I have obtained legal advice from the attorney of my choice and that I fully understand the terms of this Waiver and its consequences (including risks, complications, and costs);

(viii) I will obey any and all regulations or rules provided by TFGHAA-NC in participation of the Activities. I also grant to TFGHAA-NC a perpetual, irrevocable, worldwide, fully paid-up and royalty-free right and license to use, reproduce, publicly display, publicly perform, modify, create derivative works of, and distribute directly or indirectly to others, in any medium now known or later developed, any pictures, videos and/or sound recordings which are taken of me while participating in the Activities; and

(ix) I acknowledge and agree that this Waiver shall be governed by and interpreted in accordance with the laws of the State of California, U.S.A., without regard to any conflict of law principles. If any provision of this Waiver is unenforceable or invalid, the affected provision will be severed and

the remainder of this Waiver construed as though the affected provision had not been contained herein.