

The Colm Cille Club, Inc. Agreement

I, on behalf of myself, my spouse and my family including my children (as indicated in the acknowledgement of understanding below) (hereinafter "I", "We", "Us" or "Our") wish to participate in the Colm Cille Club, Inc. ('the CCC') and its activities. The activities may include, but are not limited to classes, seminars, singing, dance, snack time, story reading, art, play, theater, sports, outdoor excursions, special events and travel.

Accordingly, we agree to the following terms and conditions:

Statement of Health

We certify that we (including my children) do not have a condition or circumstance, such as medication, that would prevent us from safely participating in the CCC activities. If we become aware of a condition or circumstance that may affect our ability to safely participate in the CCC's activities, we shall immediately provide the CCC with written notice of the condition or circumstance.

Assumption of Risk

We are familiar with and recognize the risks inherent in the various CCC activities. We recognize that death or injuries may be caused by attending and/or participating in the CCC activities. The injuries may include, but are not limited to any of the following: falling; tripping; being pushed; allergic reactions (to food or other cause); choking; running; sliding; falling; materials used in activity; striking or being struck by another individual; equipment used in activity; a condition of the land or building where the activity is located; an error in administering first aid; and other similar acts, incidents or conditions.

We voluntarily assume full responsibility for any risks of loss, property damage, or personal injury (including death) that may be sustained by us or our children, or loss or damage to property owned by us or our children as a result of participation in the CCC.

Duty to Defend and Indemnify

We, our heirs, successors, assigns, and personal representatives, agree to defend, indemnify and hold harmless, and release and forever discharge the CCC, and its members, (including its board members, officers, employees, agents, representatives, including the owners of any of the premises on which the CCC activities are conducted, ('the Releasees'), from any and all liability and all losses, claims, lawsuits, causes of action and expenses (including attorney's fees and costs) whatsoever for any damages, loss of property, personal illness, or injury (including death) allegedly caused by, deriving from, or associated with our or our children's participation in the CCC, or while on or upon any of the premises where the CCC's activities are conducted.

Limitation of Liability

We, our heirs, successors, assigns, and personal representatives hereby agrees that, to the fullest extent permitted by law, the CCC's total liability to Us for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to our participation in the CCC and any CCC activities from any cause or causes including but not limited to negligence, errors, omissions, strict liability, and breach of contract shall not exceed the total amount of \$5,000. Additionally, We agree that CCC shall not be liable to Us for any special, indirect or consequential damages whatsoever.

Waiver of Subrogation

We waive all rights against the Releasees for damages caused by participation in the CCC to the extent covered by any insurance, except such rights as we may have to the proceeds of such insurance.

Governing Law; Choice of Jurisdiction and Venue.

This agreement shall be governed by the laws of the State of New York, without regard to the conflicts of laws principles thereof. Any lawsuit or proceeding brought with respect to this Agreement, each of the parties hereto irrevocably (A) submits to the exclusive jurisdiction of the courts of the State of New York located in New York county, the United States District Court located in the Southern District of New York, (B) waives any objection it may have at any time to the laying of venue of any proceeding brought in any such court, (C) waives any claim that such proceeding has been brought in an inconvenient forum and (D) waives the right to object, with respect to such proceedings, that such court does not have jurisdiction over each party.

Attorney's fees and costs

If we commence any legal proceedings against the Releasees, we agree that we are responsible for all attorney's fees, costs and expenses, if any, incurred by the Releasees if we do not prevail on ALL of our claims as against any of the Releasees.

Representation by Counsel

The parties hereto agree that they enter into this Agreement after having had the opportunity to receive full advice from counsel of their choice with respect to this Agreement and all matters related hereto.

Modification or Waiver

No modification or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

Headings and References

The headings Set forth in this Agreement are for convenient reference only, and shall not in any way affect the substance of the provisions contained in this Agreement.

Acknowledgement of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement and I fully understand its terms. I understand that I am giving up substantial rights, including the rights of my spouse, my children and my family. I further acknowledge that we are assuming substantial obligations to the CCC, and its members, (including Melinda O'Brien and her family), officers, employees, agents, representatives, including the owners of any of the premises on which the CCC activities are conducted. I acknowledge that I am signing the agreement freely and voluntarily.

I am the parent, legal guardian or custodian of my children. I have been authorized by my spouse to sign this agreement on behalf of my spouse and on behalf of my children. We understand and agree to be bound by the terms of this agreement, for myself, my spouse, my family and on behalf of my children.

Children's Names: _____

Parents/Guardian's printed names: _____

Signature: _____ Date: _____