

# **Yifan Summer School Field Trip Liability Waiver**

YIFAN MANDARIN LTD, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION (PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)

In consideration of being allowed to participate in the services and activities provided by YIFAN MANDARIN LTD and its branches, owners, officers, directors, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "YIFAN"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge YIFAN on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and all other persons and entities who could in any way represent me or act on my behalf as follows:

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge YIFAN and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by YIFAN, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of YIFAN.

(2) **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by YIFAN, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments YIFAN incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to YIFAN and/or any and all other persons and entities acting in any capacity on behalf of YIFAN.

(3) **ATTORNEYS' FEES:** I promise to indemnify YIFAN for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts.

(4) **PHOTO RELEASE:** By entering YIFAN and participating in the ACTIVITIES, I hereby grant YIFAN on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with YIFAN and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to

inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) TERMS OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit YIFAN, whether at the current location or any other location or facility.

(6) VENUE/GOVERNING LAW: I agree that this agreement shall be governed by the laws of Hong Kong Special Administrative Region (“HKSAR”) and I hereby submit to the exclusive jurisdiction of the courts of the HKSAR with respect to all matters relating to this agreement.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against YIFAN on the basis of any claim from which I have released YIFAN and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Child 1 Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child 2 Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Parent / Guardian Name: \_\_\_\_\_ Emergency Contact Mobile \_\_\_\_\_

I Certify that I am the parent or legal guardian of the above minors.

I agree to the terms of the above agreement.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date