

Exhibit "B"

**WAIVER OF LIABILITY AGREEMENT FOR USE OF
DE TOLEDO HIGH SCHOOL FACILITIES**

In consideration of the right to participate in _____ *WVJCC activities* _____ ("Activity") at de Toledo High School's ("School") campus, the location for this activity at the School is described as follows: _____ *School gymnasium & other assigned areas* _____ ("Campus Facilities"), for my own personal activities and/or for the activities of the minor/child(ren) named below ("Child"), I, _____, do hereby agree to the following:

1. Compliance with School Rules and Regulations: I have read all School Rules and Regulations at the end of this document relating to use of the School's facilities and I agree that I and/or my Child agree to abide by them. The School will terminate access to anyone violating any rules or regulations regarding the use of Campus Facilities.
2. Voluntary Use: I understand that use of the Campus Facilities by my Child and/or myself is strictly voluntary.
3. Assumption of Risk:
 - I acknowledge and agree that participation in the Activity includes physical or social activity or exertions, contact sports, the use of specialized equipment, specialized facilities or includes potentially dangerous situations that may involve many risks of injury. I understand that such risks include, but are not limited to: death; serious neck and spinal injuries which may result in complete or partial paralysis or brain damage; serious injury to internal organs; serious injury to bones, joints, ligaments, muscles, tendons, and other skeletal components; serious injury or impairment to other aspects of the body, general health, and well-being. I understand that such risks also include, but are not limited to, serious impairment of my future ability to earn a living, to engage in business, social and recreational activities, and generally to enjoy life. I also understand the emotional risks involved as well as the emotional risks connected to any physical injury that may result, e.g., stress, tension or depression. Moreover, I understand that because the Activity may be dangerous I should seek professional medical advice before my participation.
 - COVID-19: The School cannot guarantee, warrant, or protect you and/or your Child from contracting the COVID-19 infection or related illness through use of the Campus Facilities. Moreover, it is possible for you and/or your Child who uses the Campus Facilities to potentially infect others, including family members, who may be at high risk for severe illness due to COVID-19. Additionally, there may be risks that cannot be determined until more information is known about the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and COVID-19. I understand that SARS-CoV-2, the virus that causes COVID-19 is highly infectious, and thought

to spread mainly from person to person through respiratory droplets produced when an infected person coughs or sneezes or by touching a surface or object that has the virus on it and that persons infected with COVID-19 may spread the virus when they are not showing any symptoms, which makes it more difficult to control the spread of COVID-19. I also understand that use of the Campus Facilities may increase participant's risk of exposure to COVID-19 and my and/or my Child's risk of contracting COVID-19 and transmitting COVID-19 to family members and others. I further understand that COVID-19 is associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome in Children (MIS-C).

A link to current CDC information regarding COVID-19 can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. A link to local Los Angeles County health information about COVID-19 can be found here: <http://publichealth.lacounty.gov/acd/ncorona2019/>.

It is my responsibility to review this information and determine the risks for me and/or my Child. I understand that there is currently no vaccine to prevent COVID-19, and public health officials from the CDC, the state of California, and Los Angeles County maintain that the best way to prevent contracting COVID-19 is by avoiding exposure to the virus, including by maintaining a physical distance of at least six (6) feet from others, and avoiding gathering in groups. I also understand that in using the Campus facilities. I and/or my Child may be gathering in a group and may be unable to maintain a physical distance of at least six (6) feet from others at all times.

4. Voluntary Release: I, on my own behalf and on behalf of my Child, successors, heirs, and assigns, voluntarily release, discharge, waive and relinquish School, its officers, trustees, directors, employees, volunteers, insurers, agents and representatives (collectively "the Released Parties" or individually "Released Party") from any and all claims, demands and liabilities that arise out of, or relate to, my Child's and/or my use of the Campus Facilities, including but not limited to, claims for bodily injury, personal injury, illness (including COVID-19), emotional distress, property damage or wrongful death, except to the extent caused by the gross negligence or intentional misconduct of such Released Party. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.
5. Indemnification/Hold Harmless: To the fullest extent provided by law, I, on my own behalf and on behalf of my Child, successors, heirs, and assigns, agree to defend, indemnify, and hold harmless the Released Parties from, any and all claims, demands, liabilities, actions, suits, procedures, costs (including attorney's fees), expenses, damages and liabilities arising out of my Child's and/or my actions during use of the Campus Facilities.

6. Entire Agreement: This Agreement constitutes a single, integrated contract expressing the entire Agreement of the parties with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement.

7. Severability: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. Acknowledgement of Understanding: I have read this Agreement, fully understand its terms, and understand that I, and my successors, heirs and assigns, am/are giving up substantial rights. I acknowledge that I have the power and authority to bind my successors, heirs and assigns. I acknowledge that I am signing the Agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature

Date

Print Name

IF APPLICABLE:

 Name of Minor/Child

 Name of Minor/Child

 Name of Minor/Child

My signature below represents that I have supervision of the Child(ren) listed above and have the authority to sign this Agreement on Child(ren)'s behalf.

Signature

Date

Print Name

RULES AND REGULATIONS

1. School employees and contractors shall be treated with respect at all times.
2. User and the Permitted Users shall not use nor allow the use of profanity, obscenity or abusive language or images.
3. User shall provide adult supervision of minors at all times.
4. Firearms and facsimiles thereof are prohibited on the Campus.
5. Games of chance and other forms of gambling shall not be permitted on the Campus.
6. Alcoholic beverages, narcotics, controlled substances, and drug paraphernalia shall not be permitted on the Campus nor within 1,000 feet of the Campus.
7. Open fire or flames are not permitted.
8. Smoking, vaping, or use of any tobacco product, are prohibited at all times. Tobacco products are not permitted on campus.
9. There shall be no cars, motorbikes, or skateboards allowed on the Campus, except in the parking garages if that use is permitted by this Agreement.
10. School facilities will not be structurally or cosmetically altered by or for the User without the express written permission of the School.
11. Users shall not be given keys to the Campus or Licensed Space without the express written permission of the School.
12. Any User who abuses the privileges shall have the privileges revoked.
13. Mechanical equipment malfunction at the School will not automatically result in any refunds to the User.
14. User shall not commit, or suffer to be committed, any waste on the Campus; nor shall User maintain, commit, or permit the maintenance or commission of any nuisance on the Campus or in residential neighborhoods adjacent to the Campus; nor shall User use the Licensed Space or Campus for any unlawful purpose.
15. User shall not bring onto the Campus flammable liquids of any type, whether or not they are in a closed or open container.
16. User shall not commit or permit any act or acts in or near the Campus, or use or suffer the Campus to be used in any manner which may cause loss or damage by fire or other casualty.
17. The Licensed Space may not be used for radio or television broadcasting, computer broadcasting, filming, videotaping or photography, without School's prior written consent.
18. There may be no animals brought onto the Campus.
19. Aircraft-related activities are not permitted.
20. School will be furnished, reasonably in advance, with copies of all talks and addresses and script of any event proposed to be given on the Campus. If School determines, in its sole and absolute discretion, that the program will be in violation of any law or is not in keeping with the School's policies, procedure or philosophy, the proposed use shall not be permitted.
21. The vending of any products is not permitted without the express written permission of the School.
22. Permission to use the Licensed Space may be revoked if the School determines, in its sole and absolute discretion, that there is imminent danger of any breach of the peace, turmoil, riot civil disobedience, terrorism, or danger to persons or property.
23. No use of the Licensed Space shall be made if the Board of Trustees of School determines, in its sole and absolute discretion, that the use or occupancy will interfere with the use of the Licensed Space for School purposes.
24. School reserves the right to revoke this Agreement and the License contained herein at any time.
25. User or User's guests may not take photos, videos, or any other similar representation of any part of the Licensed Space or Campus without specific permission from the School's representative.