

Salinas Valley Dream Academy
(a.k.a., Alisal Dream Academy or Dream Academy)

Hold Harmless Agreement

Effective Date: May 1, 2024

Welcome to the Dream Academy Community!

This document is important for ensuring a safe and enjoyable experience for all participants. It explains the legal responsibilities between you (students and parents/guardians) and the Dream Academy regarding participation in our activities and trips.

1. Overview of This Agreement

This Hold Harmless Agreement (referred to as the "Agreement") is a legal document that protects the Dream Academy from being held liable for certain types of claims and damages that may arise during your participation in our activities and trips.

2. Key Terms Defined

- Indemnify: To protect against damage or loss.
- Hold Harmless: To not hold liable for damage or loss.
- Parties: Refers to the Dream Academy (Alisal Dream Academy and/or Salinas Valley Dream Academy) and the students/parents/guardians signing this agreement.

3. Commitments and Obligations

- Protection from Claims: You agree to protect, defend, and hold harmless the Dream Academy against any claims, losses, damages, or expenses arising from your participation in our activities.
- Coverage of Expenses: If the Dream Academy is sued because of something that happens involving you during an activity or trip, you agree to cover all associated costs, including legal fees.

4. Detailed Provisions

- Authority to Sign: Each person signing this Agreement confirms they are legally authorized to do so and accepts the terms on behalf of themselves or their family members.
- Amendments: Any changes to this Agreement must be made in writing and signed by all parties involved.
- Waiver of Rights: Signing this agreement means waiving certain legal rights, under the terms described here.

5. Legal and Administrative Provisions

- Recovery of Legal Fees: If a legal dispute occurs, the winning party has the right to seek recovery of reasonable legal fees and costs from the losing party.
- Governing Law: This Agreement is governed by the laws of the State of California.
- Dispute Resolution: Any disputes related to this Agreement must be resolved in the courts of California, and by signing, you agree to this jurisdiction and venue.

6. Execution and Acknowledgment

- Complete Understanding: This Agreement represents the full understanding between the parties. No other promises or agreements are binding unless made in writing.
- Severability: If any part of this Agreement is found to be unenforceable, the remainder will still be in effect. Unenforceable parts may be modified to reflect the intent as closely as possible.

7. Sign Here to Acknowledge Your Understanding and Agreement

Please review carefully, ask questions if necessary, and sign to indicate your agreement and understanding.

For the Dream Academy:

- Name: Ruben Pizarro, President/Executive Director

- Signature: 

- Date: 05/01/2024

Parent/Guardian:

- Name: _____

- Signature: _____

- Date: _____

Student:

- Name: _____

- Signature: _____

- Date: _____

Frequently Asked Questions (FAQs)

- What does it mean to indemnify someone? It means if the Dream Academy is sued due to your actions, you will handle the financial and legal consequences.
- Can I review this agreement with a lawyer? Yes, we encourage you to consult with a lawyer if you have any uncertainties about this Agreement.