DWIGHT D. & SHERYL H. HOWARD FOUNDATION, INC. WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 1. In consideration for participating in the <u>DETAILED WORK CLEAN UP AT 2605 FAIRBURN ROAD, SW ATLANTA, GA 30331,</u> and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Dwight D. & Sheryl H. Howard Foundation, Inc. (DDSHHFI), Hope on the Hill Family Life Center (CENTER), the Board of Directors, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, THE DWIGHT D. & SHERYL H. HOWARD FOUNDATION, INC., & THE CENTER or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
- 2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, THE DWIGHT D. & SHERYL H. HOWARD FOUNDATION, INC. & THE CENTER, or otherwise.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES, THE DWIGHT D. & SHERYL H. HOWARD FOUNDATION, INC. & THE CENTER, from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, THE DWIGHT D. & SHERYL H. HOWARD FOUNDATION, INC. & THE CENTER, or otherwise.
- 4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES, THE DWIGHT D. & SHERYL H. HOWARD FOUNDATION, INC., & THE CENTER. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Georgia.
- 5. I UNDERSTAND THAT THE DDSHHFI AND/OR THE RELEASEES & THE CENTER WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.
- 6. I further agree to become familiar with the rules and regulations of the DDSHHFI concerning conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
- 7. I also understand that I should and am urged by DDSHHFI to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
- 8. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES/PROPERTY.
- 9. I ALSO UNDERSTAND THAT <u>ENTRANCE INTO ANY BUILDING LOCATED AT 2605 FAIRBURN ROAD, SW ATLANTA, GA 30331</u>
 IS PROHIBITED--ALL WORK WILL BE PERFORMED IN ASSIGNED DESIGNATED AREAS OUTSIDE OF THE BUILDING.

POSSIBLE INJURIES WHICH MAY OCCUR

There are risks involved when participating in the following program offered: DETAILED WORK CLEAN UP AT 2605 FAIRBURN ROAD, SW ATLANTA, GA 30331. Some of the possible injuries and bodily harm which can occur through participation in the programs are listed below. This list is provided to make the prospective participant aware of the possibilities of injuries which may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, avulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN INJURIES: head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries and veins, brain.

I/my child have reviewed the above information and am aware of the risks in participating in the <u>DETAILED WORK CLEAN UP AT 2605</u> FAIRBURN ROAD, SW ATLANTA, GA 30331 and the possible injuries which may occur. I/my child freely and voluntarily agree to participate in any and/or all of the activities listed here which are offered in the <u>DETAILED WORK CLEAN UP AT 2605 FAIRBURN ROAD, SW ATLANTA, GA 30331.</u>

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

| IN WITNESS WHEREOF, I have hereunto set my hand on this | day of, 201 |
|---|--|
| | Participant |
| | Parent must sign if under 18 years old |

MEDICAL TREATMENT PERMISSION FORM

| Name | |
|--|--|
| I, necessary by a hospital or physician. to the administration of medical treatm | hereby give my permission, consent and authorization for any medical treatment deemed appoint the event coordinator and/or director my lawful agent with power to authorize and consent during the aforementioned event. |
| Home Phone () | Alternate Phone () |
| Health Carrier: | Policy No.: |
| Other Emergency Contacts: | |
| | alth exceptions: |
| | d turned in at the time of registration. In case of such accident or illness, I give permission for leemed appropriate. I will assume responsibility for any medical treatment as deemed appropriate. al bills incurred on my behalf. ——————————————————————————————————— |
| | Participant |
| | Parent (if Participant is under 18 years of age or a dependent on parent's insurance and taxes for the period of the event) |