



WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability Agreement (Waiver) is entered into by a minor Participant named below and an adult (Adult) on behalf of and as parent or legal guardian for such child Participant identified below in favor of Christ's Haven for Children, Inc. (CHC). Collectively and severally, Adult and child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant.

This Waiver and Release of Liability Agreement (Waiver) is entered into by an adult Participant identified below in favor of Christ's Haven for Children, Inc. (CHC). Collectively and severally, adult Participant and his/her heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of CHC permitting Participant to participate in the Activities, Participant agrees as follows:

Participant understands that the activities and functions in which I participate (Activities), including but not limited to any volunteer activities, community events and/or engaging in organizational functions and activities for nonprofit engagements or functions and fundraisers or other related activities on or off the premises, may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501 c-3, and/or dangerous and may cause grievous injuries, including bodily injury, damage to personal or real property, and/or death. I, on behalf of myself, my heirs, my assigns and next of kin, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Christ's Haven for Children, Inc. (CHC) and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in the Activities conducted by, on the premises of, or for the benefit of CHC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property against CHC associated with the Activities.

Any dispute or claim arising out of or relating to this Waiver or breach thereof, the Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement (Dispute) shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq.

Participant irrevocably grants CHC the right to use all or a portion of an image or video of Participant and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertising and fundraising throughout the world and in perpetuity. **PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES OR VIDEOS USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES/VIDEOS. PARTICIPANT RELEASES CHC FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF PARTICIPANT'S STATEMENTS, VIDEOS, OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, RIGHTS OF PUBLICITY, OR COPYRIGHT.**

Adult signs this Agreement on behalf of his/her child, family member, friend, minor child, or other person, and Adult warrants and represents to CHC that he/she has the legal authority and such person's actual and implied authority to execute this Agreement on their behalf, including, but not limited to, the arbitration clause, release, indemnity agreement, and license.

Participant represents to CHC that this Waiver is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Waiver, and no representations, promises, or statements made by CHC has influenced Participant in signing this Waiver. Participant agrees that this Waiver may only be modified in writing, and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein.

This WAIVER AND RELEASE contains a binding agreement between both parties and supersedes any prior written or verbal agreements between said parties.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver, 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.

MINOR'S SIGNATURE:

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND THAT I VOLUNTEER OF MY OWN FREE WILL.

ADULT'S SIGNATURE:

I, the Parent/Guardian, on behalf of myself and that of the minor identified above, as applicable, have read the above Assumption of Risk, Waiver and Release of Liability, Indemnity Agreement, and Arbitration Agreement and fully understand and agree to its terms. I understand that I am giving up substantial rights, including my right to sue, by executing this Agreement. I further acknowledge that I am agreeing to indemnify CHC, as provided above, for all claims the referenced minor may have against CHC. Lastly, I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to constitute a complete and unconditional release of CHC for all liability due to (1) ordinary negligence of CHC and those parties named herein and (2) to the inherent risks of the activity, to the greatest extent permitted by the laws of the state in which the CHC is located. By signing below, the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above.