

SCHOLAR PROGRAM PARTICIPANT RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed by the undersigned participant in Generation Hope's Scholar Program (the "Participant") and, if required to sign as noted below, the undersigned parent or legal guardian (the "Parent/Guardian") in favor of Generation Hope and others, as identified herein. This Release also applies to the minor child/children or ward(s) of the Participant (individually or collectively, the "Participant's Child").

The Participant desires to participate in Generation Hope's Scholar Program and related activities and events (collectively, the "Scholar Program"). The Participant, and, if required to sign, the Parent/Guardian, understands that the Scholar Program may include activities that involve certain hazards, some of which may not be known or foreseeable. For example, the Participant may take part in sporting or other physical activities, travel by automobile or other means, or share personally identifiable or confidential information with other Participants or Generation Hope. In addition, the Participant's Child may receive childcare provided by Generation Hope in connection with the Scholar Program. The Participant or the Participant's Child may be photographed or recorded. In certain circumstances, it might be necessary for Generation Hope to make changes to or terminate a Participant's participation in the Scholar Program. As a non-profit corporation, Generation Hope requires Participants to execute a release and waiver of liability, as a condition of participation in the Scholar Program. *If the Participant is under 18 years of age or does not have legal custody of the Participant's Child, the Parent/Guardian must agree to and sign this release in the designated area below.*

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant, and, if the Participant is under 18 years of age or lacks legal custody of the Participant's Child, the Parent/Guardian, hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **ASSUMPTION OF RISK:** The Participant, and, if required to sign, the Parent/Guardian, understands that the Participant and/or the Participant's Child may take part in activities in connection with the Scholar Program, including, but not limited to, sporting and other physical activities, sharing personally identifiable or confidential information with others, and traveling by automobile or other means to or from activities or events, that may present certain risks or hazards to the Participant's or the Participant's Child's person or property or the person or property of others, including bodily injury, personal injury, illness, emotional distress, death, property damage or loss, theft, or the invasion of privacy or any other personal right, as well as risks or hazards that are unknown or not reasonably foreseeable. The Participant and, if required to sign, the Parent/Guardian, hereby expressly and specifically assumes any and all risks of injury or harm of any kind to the Mentoring Participant's or the Participant's Child's person or property, the person and property of others, or any other consequence arising out of the Participant's or the Participant's Child's participation in the Scholar Program.

2. **RELEASE AND WAIVER OF LIABILITY:** *The Participant, and, if required to sign, the Parent/Guardian, hereby fully releases and forever discharges Generation Hope, and its successors, assigns, affiliates, partners, directors, officers, managers, employees, volunteers, contractors, service providers, agents, designees, vendors, or other representatives (collectively, the “Released Parties”) from any and all liabilities, claims, allegations, penalties, suits, demands, judgments, costs, interest, expenses (including attorneys’ fees and costs), rights of action or causes of action of any kind or nature (collectively, “Losses”), including Losses that have accrued or that may accrue in the future or be unknown, arising out of or related to bodily injury, personal injury, illness, emotional distress, death, property damage or loss, theft, or the invasion of privacy or any other personal right, that may result from the Participant’s or the Participant’s Child’s participation in the Scholar Program, whether caused solely, jointly, or concurrently by the Participant’s or the Participant’s Child’s own acts, inactions and/or omissions or those of others, except to the extent that any acts, inactions, or omissions of any of the Released Parties that proximately caused Losses are determined by a court of competent jurisdiction to be grossly negligent or willful.*
3. **NO CLAIMS FOR MEDICAL TREATMENT:** *The Participant, and, if required to sign, the Parent/Guardian, hereby fully releases and forever discharges the Released Parties from any and all Losses that may arise on account of any first aid, treatment, or medical services rendered with respect to the Participant or the Participant’s Child in connection with the Scholar Program, except to the extent that any acts, inactions, or omissions of any of the Released Parties that proximately caused Losses are determined by a court of competent jurisdiction to be grossly negligent or willful.* The Participant and, if required to sign, the Parent/Guardian, hereby authorize Generation Hope to take whatever measures are necessary to protect the Participant’s or the Participant’s Child’s health and well-being, including, if necessary, hospitalization, in the event that the Participant or the Participant’s Child needs medical treatment and the Participant and/or the Parent Guardian is not able or available to give consent or make arrangements for treatment. The Released Parties, however, shall be under no obligation or duty to initiate medical treatment for the Participant or the Participant’s Child.
4. **NO INSURANCE OR COMPENSATION:** The Participant, and, if required to sign, the Parent/Guardian, understands that, except as otherwise agreed in writing by Generation Hope, Generation Hope does not carry or maintain health, medical, or disability insurance coverage for any Participant or the Participant’s Child or assume any responsibility or obligation to provide any Participant or Participant’s Child with compensation, remuneration, or any other financial assistance. **The Participant is expected and encouraged to obtain his or her own medical, disability, health insurance coverage, and liability coverage.**
5. **INDEMNIFICATION:** The Participant, and, if required to sign, the Parent/Guardian, hereby agrees to indemnify and hold harmless the Released Parties with respect to Losses in connection with the Participant’s or the Participant’s Child’s participation in the Scholar Program, regardless of whether Losses are caused by the negligence of any of the Released Parties.

6. **BINDING EFFECT:** This Release is entered into by the Participant and, if required to sign, the Parent/Guardian, individually and on behalf of the heirs, executors, administrators, next of kin, representatives, and successors and assigns of the Participant, the Participant's Child, and, if required to sign, the Parent/Guardian.
7. **EFFECTIVE PERIOD:** This Release shall apply each and every time that the Participant or the Participant's Child takes part in any program or activity related to the Scholar Program and shall remain in full force and effect until otherwise agreed in writing by Generation Hope.
8. **REQUIRED LAW/ENFORCEMENT:** The Participant, and, if required to sign, the Parent/Guardian, expressly agrees that this Release shall be broadly construed, in favor of its applicability, to the fullest extent allowed by the laws of the District of Columbia and that this Release will be governed by, and interpreted in accordance with, the laws of the District of Columbia, without respect to its principles of conflicts of laws. *The Participant, and, if required to sign, the Parent/Guardian, hereby agrees that any judicial proceeding against Generation Hope arising out of the Participant's or the Participant's Child's participation in the Scholar Program shall be conducted in a court of competent jurisdiction located in the District of Columbia, and agrees to submit to the exclusive personal jurisdiction of and venue of such a court.*
9. **SEVERABILITY:** If any term or provision of this Release shall be determined or found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be deemed severed from this Release and the remaining provisions of this Release shall continue in full force and effect as if any such term or provision had not been contained herein.
10. **COMPLETE AGREEMENT:** This Release contains the entire agreement between Generation Hope and Participant and, if required to sign, the Parent/Guardian, concerning the subject matter hereof. No changes may be made to this Release without the express, written consent of Generation Hope.

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11. THE PARTICIPANT AND, IF REQUIRED TO SIGN, THE PARENT/GUARDIAN, HAS CAREFULLY READ THIS RELEASE AND WAIVER AND UNDERSTANDS AND AGREES TO ITS TERMS. THE PARTICIPANT AND, IF REQUIRED TO SIGN, THE PARENT/GUARDIAN, UNDERSTANDS THAT THIS IS A RELEASE OF LIABILITY AND SIGNS IT VOLUNTARILY.

Participant's Signature*

Date

Print Name: _____

Phone Number: _____

Address: _____

Names and Ages of Minor Child/Children or
Wards: _____

***If the Participant is under the age of 18 and/or does not have legal custody of the Participant's Child, the Participant's and the Participant's Child's Parent/Guardian must also sign the attached Release and Waiver of Liability Signature for Parent/Guardian.**

RELEASE AND WAIVER OF LIABILITY SIGNATURE FOR PARENT/GUARDIAN

The undersigned Parent/Guardian does hereby represent that he/she is, in fact, acting in such capacity with respect to the Participant and the Participant's Child and has made an independent and fully informed decision to consent to the Participant's and the Participant's Child's participation in the Scholar Program and/or related activities and has agreed, individually and on behalf of Participant and the Participant's Child, to the terms of this Scholar Program Participant Release and Waiver of Liability. The undersigned Parent/Guardian further agrees to indemnify and hold harmless the Released Parties from any all liability, loss, cost, claim or damage whatsoever, including attorneys' fees and costs, that may be imposed upon any of the Released Parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the Participant, the Participant's Child, and the parent(s) or legal guardian(s) of the Participant and the Participant's Child.

Signature of Parent/Legal Guardian

Date

Print Name: _____

Parent/Legal Guardian Phone Number: _____

Address: _____

Names and Ages of Minor Child/Children or
Wards: _____