

Liability Release and Waiver for Mentoring Services

This is a legally binding Liability Release and Waiver (“Release”) made voluntarily by the undersigned individual on his or her own behalf, and on the behalf of his or her own heirs, executors, administrators, legal representatives and assigns, and if the undersigned individual is under the age of 18, his or her parents or guardians (collectively, “Participant”) to 7 Graces for Sexual Abuse Survivors (the “Organization”).

- (1) **Acknowledgment.** Participant understands that participating in the activity may include some or all of the following at any given time: activities engaging the five senses (touch, taste, smell, sound, and sight), physical movement, contact with other survivors of sexual abuse, and peer-mentoring (collectively defined as “Activity”), which may expose Participant to certain dangers, risks or hazards, including (but not limited to) emotional distress, physical injury, triggering events for past trauma, those caused by the actions of others such as the Organization’s staff and participants. Participant understands that the risks and dangers of the Activity may be caused by the negligence of Participant in the Activity, the negligence of others including the Organization, accidents, breaches of contract, forces of nature, human hostilities, or other causes.

Participant understands that the Organization does not require Participant to participate in the Activity, but Participant wants to do so despite the possible dangers, risks and hazards set forth above, and does so with informed consent.

Participant understands that the Organization does not employ licensed mental health practitioners and does not offer medical advice of any kind. The Organization specifically recommends and encourages its Participants to obtain the services of a clinical therapist or other such licensed medical professional.

- (2) **Obligations of Participant.** Participant agrees to notify the Organization upon becoming aware of or concerned about any potential danger, risk or hazard. Participant also agrees to obey all instructions of the Organization and act responsibly during the Activity. **PARTICIPANT AGREES TO STOP AND SEEK ASSISTANCE IF PARTICIPANT DOES NOT BELIEVE HE OR SHE CAN SAFELY CONTINUE, TO LIMIT PARTICIPATION TO REFLECT HIS OR HER PERSONAL COMFORT LEVEL, AND REFRAIN FROM ANY AND ALL ACTIONS THAT WOULD POSE A HAZARD TO PARTICIPANT OR OTHERS.** Participant is in good health and has no physical or mental limitations which would affect Participant’s ability to safely participate in the Organization’s activities.

Volunteer Initials:

Parent/Guardian Initials (if applicable):

- (3) **Liability Waiver/Release.** Participant hereby waives any and all rights, claims, demands, and damages, at any time, at law or in equity arising out of participation in the Activity. Participant releases the Organization and its agents, employees, staff, Participants, and representatives for any injury, including but not limited to illness, paralysis, death, damages, or economical or emotional loss, that Participant may suffer as a result of

participation in the aforementioned Activity. Participant voluntarily participates in the aforementioned Activity and participates in the Activity entirely at Participant's own risk.

- (4) **Indemnification and Hold Harmless.** Participant agrees to indemnify and hold harmless the Organization against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Participant or anyone on Participant's behalf, including attorney's fees, and any related costs, if litigation arises pursuant to any claims made by Participant or by anyone else acting on Participant's behalf. If the Organization incurs any of these types of expenses, Participant agrees to reimburse the Organization.

Participant acknowledges that the Organization and its agents, employees, staff, Participants, and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Organization.

- (5) **Likeness and Image Release.** Participant irrevocably gives permission to the Organization and its agents, employees, staff, Participants, and representatives to take and use photographs, video or sound recordings of Participant during the Activity by signing this Release. Participant consents to the use of the photographs, video and sound recordings and Participant's image, likeness, appearance, and voice for perpetuity. Participant understands that he or she will not receive compensation for the use of Participant's image, likeness, appearance, and voice now or in the future. the Organization may use the photographs, video and sound recordings containing Participant's image, likeness, appearance and voice in any manner or media, including, but not limited to, printed materials such as brochures and newsletters, videos, audio recordings, podcasting, vodcasting, and digital images. The photographs, video and sound recordings may be used in whole or in part, alone or with other recordings. the Organization has the right and may allow others outside the Organization to copy, edit, alter, retouch, revise and otherwise change the photographs, video and sound recordings at the Organization's discretion. All rights, titles, and interests in the photographs, video and sound recordings belong solely to the Organization.

- (6) **Emergency.** Participant hereby consents and authorizes the Organization to consent to necessary, emergency medical care and treatment at the closest medical facility in the event the Organization is unable to be notified by reasonable attempts of the need for such emergency medical care and treatment.

In the event of an emergency, please contact the following person(s) in the order presented:

EMERGENCY CONTACT TELEPHONE	CONTACT RELATIONSHIP	CONTACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(7) **General Conditions.**

- (a) This Waiver (and the Participant Agreement) represent the complete understanding between Participant and Organization.
- (b) No representations, written or oral, other than those contained in this Waiver are authorized or binding upon the Organization.
- (c) Should any part of this Waiver due to legal or other regulatory changes become unenforceable, the remaining provisions within this Waiver, not impacted by such change, shall remain in full force as originally written.
- (d) Participant agrees to promptly update the Organization of any changes of information related to the Participant that Organization may have in its possession as may affect the Participant's participation in the Activity.

(8) **Signature.** I, the undersigned Participant, affirm that I am of the age of consent or that, if not of the age of consent, that my parent/guardian has signed below on my behalf. I freely sign this agreement and certify that I have read and understood its content fully. I am aware that by signing I release my rights and enter into a legally binding contract with the Organization.

(Printed Name of Participant)

Phone

Address

Signature of Participant

Date

Parent/Guardian Waiver

This paragraph only applies to waivers for persons under 18 years old.

The undersigned parent, guardian, or custodian (“Parent/Guardian”) of the Participant, who is a minor, for himself/herself and on behalf of minor Participant, hereby joins in the foregoing Liability Release and Waiver and all of its provisions. Parent/Guardian hereby stipulates and agrees to save and hold harmless, and indemnify forever against any and all claims, demands, and damages made or brought by minor Participant, or by anyone on behalf of minor Participant, as a result of minor Participant’s participation in the Activity on behalf of the Organization and its agents, employees, staff, Participants, and representatives. Parent/Guardian further agrees not to sue the Organization and its agents, employees, staff, Participants, and representatives as a result of any illness, paralysis, death, damages, or economical or emotional loss that minor Participant suffers in connection with his/her participation in the Activity.

Signature of Parent/Guardian

Relationship to Participant

Date