

EVERLASTING HOPE PARTICIPANT AGREEMENT AND RELEASE FROM LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (hereinafter "Release") is given on this ___ day of _____, 20___, by _____ ("Applicant") and _____ ("Co-Applicant") (Applicant and Co-Applicant collectively referred to herein as "Recipients") in favor of Everlasting Hope, a 501(c)(3) non-profit corporation organized and existing under the laws of the State of North Dakota, USA, and its directors, officers, employees, affiliates and agents, and any heirs, executors, personal representatives, successors and assigns.

Recipients desire to receive financial assistance and/or other to be determined services (collectively referred to herein as "Assistance") from Everlasting Hope on behalf of themselves. In exchange for this Assistance, Recipients both hereby freely, voluntarily and without duress, gives t his Release under the following terms:

1. Voluntary Participation by Applicant and Co-Applicant

Recipients acknowledge that they have voluntarily applied to receive Assistance from Everlasting Hope. Recipients further agree that any eligibility to receive Assistance may be terminated at any time by Everlasting Hope.

2. Release by Applicant and Co-Applicant

By executing this Release and in consideration of the opportunity afforded Recipients to receive Assistance from Everlasting Hope, Recipients hereby agree that Recipients, and any successors, assignees, heirs, guardians and legal representatives, will not make any claim against Everlasting Hope, any officers, directors, or employees of Everlasting Hope, any suppliers of any materials or equipment that are used by Everlasting Hope to provide Assistance, any Everlasting Hope volunteers or sponsors, or any other Everlasting Hope Assistance recipients, for injury, death, or damage due to any intentional, reckless, grossly negligent, or negligent action resulting from any act or omission of any person or entity, however caused, arising from any Assistance provided by Everlasting Hope. Recipients further assume all and complete risk of any activity done in violation of any rule, directive or instruction by Everlasting Hope. It is also understood that Everlasting Hope does not assume any responsibility for, or obligation to provide, Assistance to Recipients, including but not limited to, medical, health or disability insurance in the event of injury, illness, death or property damage.

3. Media/Photographic Release

In consideration for any Assistance provided by Everlasting Hope, Recipients hereby grant and convey permission for Everlasting Hope to use Recipients names, statement(s) and likenesses in any and all Everlasting Hope publications or advertisements in print, television, online (including without limitation, websites or pages on Facebook or other social media sites) and any other media, without compensation. This consent is irrevocable and is without payment. All such materials will become the property of the Everlasting Hope and will not be returned. Recipients waive the right to inspect or approve anything in which Recipients name, statement(s) or likeness appears. Recipients waive any right to royalties or other compensation arising or related to any use by Everlasting Hope.

4. Medical Treatment

By executing this Release, Recipients release and forever discharge Everlasting Hope from any claim whatsoever that may arise due to any first aid, treatment, or service rendered in connection with any Assistance provided by Everlasting Hope.

5. Confidentiality

All information Recipients provide Everlasting Hope will be kept confidential and will not be shared publicly without Recipients consent.

6. Other

Recipients expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Dakota in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Dakota. Recipients agree that if any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

7. Knowing and Voluntary Execution

RECIPIENTS HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. RECIPIENTS ARE AWARE THAT THIS IS A CONTRACT AND A GENERAL RELEASE OF ANY LIABILITY BETWEEN RECIPIENTS AND EVERLASTING HOPE. RECIPIENTS SIGN THIS RELEASE OF THEIR OWN FREE WILL. BY SIGNING THIS RELEASE, RECIPIENTS CERTIFY THEY ARE AT LEAST EIGHTEEN YEARS OF AGE.

IN WITNESS HERETO, to express their understanding of this Release, both Applicant and Co-Applicant execute this Release as of the day and year first written above.

Applicant's PRINTED Name

Applicant's SIGNATURE Date

Applicant's Address City State Zip

Primary Telephone Number Additional Phone Number

Co-Applicant's PRINTED Name

Co-Applicant's SIGNATURE Date

Co-Applicant's Address City State Zip

Primary Telephone Number Additional Phone Number