

NEIGHBORIMPACT RELEASE, WAIVER, AND PARTICIPATION AGREEMENT FOR MINORS/DEPENDENTS PARTICIPATING IN ACTIVITIES RELATED TO FOOD PROGRAM, FACILITY AND GROUNDS MAINTENANCE, EARLY CARE AND EDUCATION AND OTHER ACTIVITIES RELATED TO BUSINESS OPERATIONS.

1. Representations and continuing obligations - I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in activities involving physical exertion. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in volunteer activity, that I am responsible for the Minor's safety and well being at all times and under all circumstances while the minor is volunteering on behalf of NeighborImpact.

2. Assumption of Risk – As the parent or guardian of the below named minor or dependent, I assume full responsibility for the decision for my child/dependent to participate volunteer activities related to NeighborImpact. I acknowledge that participation by my dependent in the activities listed above may entail known and unanticipated risks, which could result in physical injury, death or property damage. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my dependent's own actions, inactions or negligence, as well as actions, inactions or negligence of others, including but without limitation exposure to extreme weather (hot and cold) and weather-related accidents (slip and fall on ice), vehicular accident, exposure to allergens, dog bite or damage inflicted by other animals, domestic or feral, bites and scratches and bruising inflicted by children, unwanted contact with clients and individuals seeking services and condition of equipment and facilities and grounds, owned and controlled by NeighborImpact or by others receiving services from NeighborImpact, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.

3. Release – As part of the consideration for my dependent participating in the activity identified above, I release, discharge, and hold harmless NeighborImpact, any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as "NI") from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against the NI, arising from my child/dependent's participation in the Programs.

4. Waiver and Indemnification – The minor's parent(s) or guardian(s) understand that all activities are VOLUNTARY and that the minor does not have to participate. By participating, the minor's parent(s) or guardian(s) voluntarily accept and assume the risk of injury to the minor or damage to the minor's property. It is understood that NeighborImpact does NOT provide any insurance coverage for the minor's person or property; I hereby waive all claims and demands against NI for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my dependent's participation in the Programs and agree to indemnify, defend, and hold harmless NI from all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same.

5. Photography/Video - In permitting my dependent to participate, I understand that my dependent's photograph/video may appear in publicity or brochures marketing NI programs and facilities. I understand that there are no rights granted to me or my dependents to inspect or approve photographs/video prior to publication.

6. Term - I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all activities in which my dependent participates prior to December 31 of the year in which this waiver may be signed.

7. Warranties - I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I freely execute this document.

Dated: \_\_\_\_\_

Name of the Minor/Dependent Participant: \_\_\_\_\_

Minor's Date of Birth: \_\_\_\_\_

Emergency Contact and phone number: \_\_\_\_\_

Parent/Legal Guardian Name – Please Print \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_