

PARTICIPANT / PARENTAL RELEASE AND WAIVER OF LIABILITY

In consideration for the willingness of Atlanta Growing Leadership of Women, Inc. (the "Organization") to accept the undersigned individually or a person for whom the undersigned is a parent or guardian (in each instance the "Executing Party"), as a participant in its program (in such capacity a "Participant"), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Executing Party does freely, voluntarily and without duress executes the following Release for and on behalf of him or herself and his or her heirs, successors, children, next of kin, beneficiaries and assigns:

1. Waiver and Release. Executing Party releases, forever discharges, indemnifies, and holds harmless Organization and its directors, officers, employees, volunteers, agents, successors, assigns and any party with whom the Organization collaborates (each a "Released Party" and together the "Released Parties") from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Participant's activities with the Organization or at a third party location chosen by the Organization (the "Activities"), including but not limited to any claim for any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party.

2. Acknowledgement. Executing Party acknowledges that it is his or her responsibility to consult with a physician with respect to any past or present injury, illness, health problem or any other condition or medication that may affect his or her or Participant's ability to safely participate in the activities of the Organization. Executing Party further acknowledges that as an inducement for the Organization to allow access to the program, Participant has to abide by all rules and instructions of the Organization (collectively, the "Rules"). Failure to follow the Rules or any other act or omission, as determined in the sole discretion of the Organization, will result in termination of access to the program.

3. Medical Treatment. Executing Party releases, forever discharges, indemnifies, and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Activities.

4. Assumption of the Risk. Executing Party understands that the Activities may involve activities that may be hazardous to the Participant and inherently dangerous, including but not limited to being exposed to infectious diseases such as COVID-19 (collectively "Infectious Diseases" and each an "Infectious Disease"). Executing Party hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with such Activities.

5. Infectious Disease. Executing Party acknowledges that an inherent risk of exposure to Infectious Diseases exists in any public place where people are present. By participating or allowing a Participant to participate, Executing Party agrees that he or she and/or the Participant will (a) comply with all directives and requirements of the Organization or any applicable governing body, agency or similar institution, as determined by the Organization, (b) abstain from participating in the Program or coming into contact with any Released Parties or participants of the program if feeling unwell or having been exposed to an Infectious Disease or an individual infected with an Infectious Disease (c) submit to a temperature checks or other procedures before participating or entering any designated premises by the Organization, (d) oblige with social distancing and other protocols, (e) frequently wash hands and/or use hand sanitizers, and (f) wear masks, covering nose and mouth as determined by the Organization.

6. Covenant Not to Sue. Executing Party will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the Organization, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by Participant, other parties in connection with his or her participation in the Activities, and Executing Party waives any right he or her may have to do so. This means that Executing Party cannot sue to hold the Organization responsible for any injury, loss, or damage sustained by Participant, other parties in connection with the Activities, even if it is due to the negligence, injudicious act, omission, or other fault of the Organization.

7. Media Release. Executing Party grants and conveys to Organization all right, title and interest in any and all photographic images and video or audio recordings made by or for Organization during Participant's participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

8. Consent. Executing Party hereby expressly grants permission for Participant to participate in the program of the Organization. Executing Party acknowledges understanding of the Program Attendance Policy of the Organization, and that he, she or the Participant is able to comply with the requirements set forth therein. Executing Party understands that if he, she or Participant misses the maximum number of program sessions that they may be removed from the program and/or forfeit part or all of the allotted program incentives.

9. Governing Law. Executing Party expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia, and that this Release will be governed by and interpreted in accordance with the laws of the state of Georgia without giving effect to its conflict of laws rules. Executing Party agrees that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision will not affect the remaining provisions of this Release, which will continue to be enforceable. Executing Party agrees that the sole and exclusive jurisdiction and venue for litigation between Executing Party and Organization will be a state or federal court having jurisdiction in Georgia.

BY SIGNING, EXECUTING PARTY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT HE OR SHE IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Signature: _____

Printed Name: _____

Participant Name: _____ (If different than Executing Party)

Address: _____

Email: _____

Telephone: _____

Date: _____

Comments: _____ (Allergies or other relevant information)