



RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of my voluntary participation in **[INSERT NAME OF EVENT]**, beginning on **[INSERT DATE]** (the "Activity"), I, the undersigned, for myself, my heirs, relatives, family members, personal representatives, and assigns, and anyone else who might sue on my behalf or on behalf of my heirs or my estate, hereby release The END Fund, and each of its directors, officers, employees, volunteers, representatives, agents, event holders, event sponsors, event directors, event organizers, event volunteers, and event officials ("Releasees"), from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, contracts (oral and/or written), agreements, promises, liabilities, guarantees, claims, demands, damages, losses, costs, counsel fees, penalties, or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, arising out of, or relating to, my participation in the Activity. **I expressly waive any and all rights that may exist under any applicable state law as to the scope of this Agreement and the release of the Releasees. Initials _____.**

I acknowledge that the Activity includes _____ **[briefly describe activity here]**, and carries with it the inherent risks of property loss or serious injury, including death, regardless of the care taken to avoid such losses or injuries **[Note: We should also any specific/unique risks associated with the activity.]**. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants and/or beneficiaries, equipment, vehicular traffic, terrorism, disease and actions of other people, including, but not limited to, participants, volunteers, beneficiaries, local residents, event officials, event monitors and/or the organizer(s) and sponsor(s) of the Activity. I acknowledge that my participation is voluntary and that I knowingly assume all of the risks of my participating and/or volunteering in the Activity, and I agree that The END Fund shall have no duty to protect me from such risks. **Initials _____.**

I shall indemnify, defend and hold harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, as a result of my participation and/or involvement in the Activity, and shall reimburse the Releasees for such claims, actions, suits, procedures, costs, expenses, damages and liabilities. **Initials _____.**

I understand I may be photographed at the Activity. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by The END Fund, and other sponsors, organizers and/or assigns. **Initials _____.**

I understand that, in the event I experience any travel-related cancelations, delays and/or other unforeseen events that cause me to miss all or any part of the Activity, no portion of my costs for participating in the Activity and no donations raised in connection with my participation in the Activity will be refunded to me (or any donor, as applicable) by The END Fund. **Initials _____.**

I agree to forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against any of the Releasees arising out of, or in connection with, my

participation in the Activity. I further agree that if I commence any such suit, then I shall pay any Releasee sued, in addition to any other damages caused thereby, all reasonable attorneys' fees and court costs of any kind whatsoever incurred by such Releasee in defending or otherwise responding to said suit, action or proceeding. **Initials** _____.

I hereby attest that I have sufficient travel insurance and general liability insurance for the Activity and that I will maintain personal health insurance while participating in the Activity. **Initials** _____.

I acknowledge that I am physically capable of participating in the Activity. **Initials** _____.

I consent to any treatment in the event of an emergency or other incident in which I require medical care. **Initials** _____.

This Release, Assumption of Risk and Indemnification Agreement (this "Agreement") and my rights, duties and obligations hereunder shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of choice of law. I hereby consent to the jurisdiction of the Courts of New York County, New York, and agree that all actions or proceedings relating to this Agreement shall be litigated exclusively in such Courts and in no other forum or court of jurisdiction.

I have read this Agreement and fully understand its terms. I understand I am giving up substantial rights for myself, including the right to sue. I am signing this Agreement freely and voluntarily and intend by my signature to completely and unconditionally release all liability to the greatest extent allowed by law.

PARTICIPANT INFORMATION

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

EMERGENCY CONTACT INFORMATION

NAME: _____

PHONE: _____ **EMAIL:** _____