



## RHP Liability Waiver and Release of Claims

I, \_\_\_\_\_, the adult participant or parent/guardian on behalf of a minor participant \_\_\_\_\_, ("Participant" and/or "Minor Participant") (collectively, "Participant(s)"), acknowledge that I (and/or the Minor Participant) have voluntarily agreed to participate in the programs or activities for which Refugee Hope Partners, Inc., a North Carolina corporation ("RHP") is furnishing services to Participants, including without limitation, assisting grade school children with homework (including Minor Participant), playing and interacting with young children (including Minor Participant), instructing adults and children in English as a second language courses (including Participants), providing medical services support to adults and children (including Participants), assisting with bible study classes for adults and children, or providing any other services to refugee families that occur inside or outside the homes of refugee families (including Participants) (collectively, the "Program").

**Assumption of Risks:** I (or Minor Participant) certify that I am in good health, and that I have no conditions or impairments which would preclude safe participation in the Program. I (or Minor Participant) hereby acknowledge and agree that the Program and undertakings associated therewith, may be physically and emotionally challenging, and that participation in the Program may involve physical contact with others, use of and proximity to equipment and other dangerous apparatus, including, but not limited to: (i) perils and hazards arising from other participants or volunteers; (ii) perils and hazards arising from any recreation activities, programs, or other activities that occur inside or outside of the homes of refugee families; (iv) exposure to risk of accident, personal injury, death, damage to personal property, mental distress, or contact with communicable diseases, viruses or bacteria (e.g., MRSA, influenza, and coronavirus/COVID-19 ("COVID")).

**Release, Waiver of Liability, and Indemnity Provisions:** As a material consideration for RHP allowing me, the Participant or Minor Participant, to participate in the Program, I, Participant or Minor Participant agree on behalf of myself, my heirs, executors, administrators, and personal representatives (the "Releasing Parties") to hereby irrevocably, unconditionally, and forever release, acquit, discharge, hold harmless, and indemnify (i.e., defend and pay any judgment and costs, including attorneys' fees and related expenses) RHP and its employees, organizers, volunteers, vendors, supervisors, officers, directors, participants, coordinators, coaches and referees, as well as all owners of equipment which may be used and those who volunteer their equipment, vehicles, time and services for the Program and all persons transporting participants to and from the Program, and all other persons and entities connected with such entities, whether herein named or not ("Released Parties") from any and all charges, actions, complaints, causes of action, claims, liabilities, obligations, promises, controversies, damages, suits, proceedings, expenses, attorneys' fees, and demands of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether arising out of contract, tort, strict liability, or otherwise, whether currently existing or arising, occurring or accruing in the future,

based upon, arising out of, related to, or connected in any way to the Program, with the exception of gross negligence or willful misconduct of the Released Parties.

By participating in the Program and executing this Liability Waiver and Release of Claims Agreement (the "Agreement"), I (or Minor Participant) represent that I am in good health and physical condition, and do not suffer from any conditions or impairments, which would prevent my safe participation in the Program.

- **Medical:** I (or Minor Participant) hereby give permission for the first aid personnel selected by the RHP director to provide standard first aid care and administer over the counter medications as they deem necessary. I give my permission to the doctor or other health-care professional to provide the medical services he or she may deem necessary. I will accept responsibility for medical expenses so incurred.
- **Policies & Behavior:** I (or Minor Participant) understand that RHP has the authority to revoke my right to participate in RHP Programs for behavior which is not in keeping with the mission of RHP or for failing to follow the policies/procedures of RHP. My signature below indicates that I agree to adhere to all policies, procedures and the mission of RHP.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I (OR MINOR PARTICIPANT) UNDERSTAND THAT THE TERMS OF THE AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Print Parent or Guardian's Name (if Participant is a minor)

\_\_\_\_\_  
Parent or Guardian's Signature (if Participant is a minor)

\_\_\_\_\_  
Date

\*This form must be completed before participation in any Program with RHP. Please sign, date, and return to the staff member leading the Program. Only one form must be completed per academic year.