RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Poises, Gifted and Ready Mentoring Program

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (this “Waiver”) IS A LEGALLY BINDING EXPRESS STATEMENT OF ASSUMPTION OF RISK AND A RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. Please read this Waiver in its entirety, fill in all blanks and place your initials before each paragraph prior to signing.

In consideration of being permitted to participate in PGR events, including, but not limited to, any and all activities and field trips, and any and all activities put on or sponsored by PGR (collectively, the “Activities”), I hereby for myself and on behalf of my child-participant (the “Participant”), agree to the following terms and conditions:

1. I hereby forever release, waive and discharge PGR Foundation, Inc., Hillside Work-Scholarship Connection, and each of their respective parents, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers (including but not limited to PGR’s “Big Sisters”), representatives, and assigns (collectively, the “Event Sponsors”) from any and all claims, demands, and causes of action arising from or relating to participation in the Activities, whether such claims, demands, and causes of action result from passive or active negligence or from some other cause.

2. I hereby agree to fully indemnify and hold harmless the Event Sponsors from any and all claims, actions, suits, costs, losses, expenses, damages, and liabilities, including all reasonable attorney’s fees and costs, incurred, brought, or threatened against the Event Sponsors in connection with participation in the Activities.

3. I hereby agree for myself, my spouse, children, heirs and personal representatives not to sue or institute any lawsuit or any other proceeding against the Event Sponsors or any other party in connection with participation in the Activities or any matters released or rights waived in this Waiver.

4. I agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which the event takes place. I agree that in the event that any clause or provision of this Waiver shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable and the parties specifically direct any such court to amend or revise this agreement so that the intention of the parties to eliminate or reduce the liability of the Event Sponsors is realized to the extent legally permissible.

5. I understand that the Event Sponsors do not carry or maintain health, medical, or disability insurance coverage for the Participant. Further, I hereby affirm that I carry and maintain medical insurance for the benefit of the Participant.

6. I agree if it should become necessary for the Participant to return home for reasons including, but not limited, any and all medical issues or disciplinary issues, I hereby assume and agree to pay all costs including those for transportation, food and lodging.
7. PHOTOGRAPHY RELEASE: I, give permission to PGR Foundation, Inc., to photograph or take motion pictures of _____________________________ (mentee) for publicity purposes in connection with all activities and events. I am aware that discretion will be used for this purpose. This agreement is in effect until cancelled by the undersigned.

8. BEHAVIORAL CONTRACT: I/We believe that PGR Foundation, Inc, Volunteer Mentors will exercise reasonable and necessary precautions for safeguarding all mentees during meetings, scheduled events and activities. I/We agree to not hold the PGR Foundation, Inc. Volunteer Mentors liable for any lost objects. I/We also understand that the student will be expected to adhere to our code of conduct as stated in their Alma Mater during meetings, scheduled events and activities. I/We will be contacted/informed and asked to collect our child if they fail to follow the instructions of the volunteer mentors, chaperones and instructors.

9. I HAVE READ THIS WAIVER COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. Further, the Participant and I agree to follow all rules discussed with me and/or the Participant by the Event Sponsors. I understand that the Event Sponsors are relying on this Waiver, and I agree to be legally bound by this Waiver. This Waiver shall be binding upon my spouse, children, heirs, and personal representatives and those of the Participant. In entering into this agreement, I am not relying upon any oral or written representations made by the Event Sponsors other than what is set forth in this Waiver.

Participant’s Printed Name

Participant’s Signature

Parent/Guardian’s Printed Name (If Participant Under 18 Years of Age)

Parent/Guardian’s Signature (If Participant Under 18 Years of Age)

Date

Address

Telephone Number
PGR Participant Health History and Emergency Contact Form:

Child’s Name: __________________________________________ Date of Birth: ____________________
Home Address: __________________________________________________________________________
City: __________________ State: _____ Zip: __________
Home Phone Number: ___________________ Cell Phone Number: ________________________________

Parent/Guardian Information:
Guardian Name: _______________________________________________________________________
Relationship to Child: _________________________ Phone Number: ____________________________
Guardian Name: _______________________________________________________________________
Relationship to Child: _________________________ Phone Number: ____________________________

Healthcare Information:
Name and Phone Number of Provider(s)/Doctor(s):
Provider/Doctor 1: ______________________________________________________________________
Provider/Doctor 2: ______________________________________________________________________
Provider/Doctor 3: ______________________________________________________________________
Preferred Hospital ____________________________________________________________

Health Problems Child May Suffer From, please include all known allergies:
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Current Medications (Please List):
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Non-Guardian(s) Authorized to Pick Up Child:
Name: __________________________________________ Relationship to Child: ____________________
Home Phone Number: ___________________ Cell Phone Number: ____________________________
Name: __________________________________________ Relationship to Child: ____________________
Home Phone Number: ___________________ Cell Phone Number: ____________________________

Emergency Contact Information:
Name: __________________________________________ Relationship to Child: ____________________
Home Phone Number: ___________________ Cell Phone Number: ____________________________
Name: __________________________________________ Relationship to Child: ____________________
Home Phone Number: ___________________ Cell Phone Number: ____________________________