



"Pounds for Pupils"

RELEASE AND WAIVER OF LIABILITY

Please read carefully as this is a Legal Document that affects your Legal Rights

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is executed on the date below, by the undersigned participant (the "Participant") in favor of Whole Kids Education Foundation Inc., a New York nonprofit corporation, its directors, employees, and agents (collectively, "Whole Kids"). The Participant desires to engage in our "Pounds for Pupils" program.

Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **RELEASE AND WAIVER:** Participant does hereby and forever discharge and hold harmless Whole Kids Education Foundation, Inc. and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise, either directly or indirectly, as a result of the Participants involvement with the "Pounds for Pupils" .

Participant understands and acknowledges that this Release discharges Whole Kids Education Foundation, Inc. from any liability or claim that the Participant may have against Whole Kids Education Foundation, Inc. with respect to any bodily injury, personal injury, illness, death, or property damage that may result from participating, whether caused by the negligence of Whole Kids or its officers, directors, employees, other volunteers or agents, or otherwise. Participant also understands that Whole Kids does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. **MEDICAL TREATMENT:** Participant does hereby release and forever discharge Whole Kids from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Participant's activities with Whole Kids.
3. **ASSUMPTION OF RISK:** Participants understands that engaging in the program may include weight loss, various exercise programs and is advised to consult their physician prior to engaging in such activities. Participant assumes all responsibility, specifically assumes the risk of injury, illness, death, and property damage resulting from activities associated with the "Pounds for Pupils" program.
4. **INSURANCE:** Participant understands that, except as otherwise agreed to by Whole Kids in writing, Whole Kids does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.
5. **PHOTOGRAPHIC RELEASE:** Participant does hereby grant and convey unto Whole Kids the right to freely reproduce and/or circulate any photographs or other recordings of Participant for any lawful purpose. Participant shall not be entitled to any compensation therefore, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **OTHER:** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Participant Signature: _____ Date: _____

Witness Signature: _____ Printed Name of Witness: _____

Printed Name of Participant: _____

Participant Address _____ City, State & Zip: _____

Daytime Phone: _____ Evening Phone: _____

Email address: _____

Emergency Contact: _____ Relationship and Phone #: _____

No one under the age of 21 is allowed to participate.

◆ Phone: _____ | Web: www.helpwholekids.org | Email: _____
◆ Warwick, NY 10990