

Release and Waiver of Liability and Waiver of Right to Sue Weekend Participants

In consideration of the services provided to me by Boys to Men Mentoring Network of Greater Washington, Incorporated, their agents, officers, volunteers, representatives, employees, affiliates, heirs, successors, and assigns, (hereinafter referred to as "BTM-GW"), I for myself and for my heirs, successors, assigns, parents, next-of-kin, personal representatives and estate (hereinafter referred to collectively "my Heirs"), intending to be legally bound, agree as follows:

1. **Risks.** I am going to participate in a personal growth program for teen boys sponsored and operated by BTM-GW, on _____ through _____ at the Gaia Healing Center, 8002 B Dolly Hyde Road, Mount Airy, Maryland (the "Program"). The Program involves varied activities, including, without limitation, vigorous physical activities, games and other activities conducted both indoors and outdoors during both day and night, and reflective and introspective mental, emotional, and intellectual activity ("the Activities"). I understand that BTM-GW, its leaders, volunteers, and staff will act reasonably in seeking to provide a safe environment for the Program and the Activities in which I participate. However, I also understand that BTM-GW cannot guarantee that I will not be harmed or injured.
I understand that participation in the Program and the Activities involves inherent risks, which cannot be fully eliminated without jeopardizing the essential qualities of the Program and the Activities. Known risks include, for example, the possibility of slips and falls, burns, and broken bones, and the possibility of contact with plants, animals, or insects that could cause stings, allergic reactions, or other injury.
However unlikely, participation in the Activities and the Program may involve unknown and unforeseeable risks, including severe injury, or even death, to myself or third parties, or damage to property owned by me or by others.
2. **Assumption of risk.** *I agree to act with great care for my safety and well-being and that of all other people and property around me during the Program and the Activities.* I understand that I have the right to decline to participate in any Activity. I am participating voluntarily in the Activities and the Program at my own risk, and I expressly accept full responsibility for all of the risks, known or unknown. I elect to participate in spite of the risks. I agree, therefore, that BTM-GW will not be liable to me for any injuries to me or to my property, which may occur as a result of my participation in the Activities or the Program.
3. **Release.** In consideration of being able to participate in the Program, I and My Heirs release and discharge BTM-GW from all present and future liability to me or to My Heirs for any claim or cause of action arising from physical or mental injury, death and/or property damage which may occur as a result of my participation in the Program or any Activities of the Program.
4. **Nature of Release.** This release, waiver, and indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland. If any portion of the Agreement is held invalid, the balance shall still continue in full legal force and effect.
5. **Costs and Attorneys' Fees.** I also agree that should BTM-GW, its agents or representatives be obliged, to enforce this Agreement and the promises I have made in it or to defend against an unsuccessful action brought by me notwithstanding this Agreement, I agree to indemnify BTM-GW against and hold BTM-GW harmless from the same, and to reimburse BTM-GW for all related attorneys' fees, discovery and other litigation costs.
6. **Medical Certification.** I certify that 1) I have no medical, physical, mental, or emotional conditions which I know or reasonably suspect could interfere with or risk my safety while participating in the Program and the Activities; or 2) if I have any such condition, I have disclosed it to BTM-GW. If I have any such condition, I assume and bear the risks and costs of any injury or damage that may result from participation in the Program and the Activities with my condition.
7. **Mediation, Arbitration, Waiver of Right to Sue.** I waive my right to bring any legal action against BTM-GW, or any action arising out of my participation in the Program and Activities in any court. Instead, I agree that I will submit any claim which I and/or my Heirs may have against BTM-GW as a direct or indirect result of my participation in the Activities or Program, to mediation by a neutral third party, preferably a mediator who practices regularly under the auspices of the courts of the State of Maryland. If after six (6) sessions, mediation is unsuccessful, then I have the right, if I choose, to request final and binding arbitration of my claims. Any such arbitration will be held in Maryland, and Maryland substantive law will apply. I agree that any resulting arbitration award is final and binding upon both BTM-GW and upon me and my Heirs. By signing this Agreement I am knowingly waiving my right to litigate any such claim in any state or federal court.

Any legal action to enforce an arbitration award or any other legal action of any kind brought against BTM-GW must be brought in an appropriate court in Maryland, and Maryland substantive law will apply. Any arbitrator chosen pursuant to this paragraph will be chosen from a list or lists supplied by the American Arbitration Association and/or the Federal Mediation and Conciliation Service, or from any other mutually agreeable source.

8. **Agreement Controlling.** This release contains the entire agreement between BTM-GW and me, and supersedes any and all other agreements or representations, written or oral.

I understand that by signing this Release and Waiver, I am waiving certain legal rights to sue BTM-GW. I am also waiving my right to assert any claim in court. Instead, I am agreeing for myself and My Heirs to first submit any dispute with BTM-GW, and any claim arising out of my participation in the Activities and the Program, to mediation. If the mediation is not successful, then I may, at my option, request final and binding arbitration. I understand fully the consequences of this waiver. I also acknowledge that I have had opportunity to ask questions regarding this Release and Waiver and to have this document reviewed by my legal counsel. I have read the Release and Waiver in its entirety. I understand the content of the document, I sign this Release and Waiver freely and voluntarily, and I agree to be legally bound by the terms and conditions of this document.

Participant's Signature: _____

Please Print:

Participant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Date of Birth: _____ Today's Date: _____

Witness: _____ Date: _____

Parent or Guardian's Approval:

I am the parent or guardian of _____ [Boy's Name] (the "Participant"). I understand that by signing this Release and Waiver, I am waiving certain of my legal rights as well as the rights of the Participant to sue BTM-GW. I am also waiving the right to assert any claim in court. Instead, I am agreeing for the Participant and for myself and My Heirs to first submit any dispute with BTM-GW, and any claim arising out of the Participant's participation in the Activities and the Program, to mediation. If the mediation is not successful, then I may, at my option, request final and binding arbitration. I understand fully the consequences of this waiver. I also acknowledge that I have had opportunity to ask questions regarding this Release and Waiver and to have this document reviewed by my legal counsel. I have read the Release and Waiver in its entirety. I understand the content of the document, I sign this Release and Waiver freely and voluntarily, and I agree, for myself and the Participant, to be legally bound by the terms and conditions of this document.

Parent or Guardian's Signature: _____

Please Print:

Parent or Guardian's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Today's Date: _____

ACCEPTED:

Boys to Men of Greater Washington

By: _____ Date: _____