

Wings of Mercy Parent Advocacy

This Hold Harmless Agreement ("Agreement") is entered into by and between Wings of Mercy Parent Advocacy, a 501(c)(4) nonprofit organization, with its principal office located at ("Organization") and the undersigned participant or individual ("Participant").

Effective Date: April 1st, 2022

1. Assumption of Risk

The Participant acknowledges and understands that participation in activities, events, or programs organized by the Organization may involve risks, including but not limited to personal injury, property damage, or other unforeseen risks. The Participant voluntarily assumes all risks associated with participating in these activities, whether or not specifically mentioned in this Agreement.

2. Hold Harmless

The Participant agrees to hold harmless, release, and indemnify the Organization, its officers, directors, employees, volunteers, agents, and representatives (collectively referred to as "Released Parties") from any and all claims, liabilities, damages, costs, and expenses (including legal fees) arising out of or related to any injury, loss, damage, or harm sustained by the Participant, regardless of whether such injury, loss, or damage results from the negligence of the Released Parties or otherwise, while participating in activities or events organized by the Organization.

3. Waiver of Claims

The Participant waives any and all claims, causes of action, or demands against the Released Parties that may arise from participation in the Organization's activities or events, including but not limited to claims for bodily injury, property damage, or emotional distress. This waiver extends to both known and unknown claims.

4. Indemnification

The Participant agrees to indemnify, defend, and hold harmless the Released Parties from any claims, damages, or expenses that arise from the Participant's own actions, omissions, or negligence in connection with the Organization's activities or events. This indemnity obligation will survive the termination of this Agreement.

5. Acknowledgment of Understanding

By signing this Agreement, the Participant acknowledges that they have read, understood, and voluntarily agree to the terms of this Hold Harmless Agreement. The Participant further acknowledges that they have had the opportunity to ask questions and seek clarification regarding the contents of this Agreement.

6. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

8. Signatures

By signing below, the Participant agrees to be bound by the terms and conditions of this Hold Harmless Agreement.

Participant's Name:

Signature:

Date: _____

Organization Representative's Name: _____

Signature of Organization Representative: _____

Date: _____