

## **TOUCHING HEART KINDNESS KIT RELEASE & ASSUMPTION OF RISK AGREEMENT**

### **NOTICE OF RISK**

I, the undersigned, do hereby understand, acknowledge and agree that my use of a Touching Heart Kindness Kit ("kit") involves inherent risks that could possibly lead to injury or death. I acknowledge that this may involve an actions or omission of other people including, but not limited to, Touching Heart's officers, directors, participants, sponsors, volunteers, monitors, and/or others involved on its behalf.

### **ASSUMPTION OF RISK**

Understanding, acknowledging and agreeing to all the risks involved, I and/or my minor child am voluntarily using this kit, and I agree to assume for myself and my minor child, all the risks involved. I certify that I and my minor child will use all due caution and supervision when using this kit.

### **RELEASE FROM LIABILITY**

IN CONSIDERATION OF **THE VALUE I AM RECEIVING BY USING THE KIT**, I HEREBY RELEASE TOUCHING HEART AND ITS EMPLOYEES, OFFICERS, VOLUNTEERS, DIRECTORS, AGENTS, CONTRACTORS, INSURERS AND SPONSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY RELATED TO MY OR MY CHILD'S PAST, PRESENT OR FUTURE USE OF **THE KIT** REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF THE RELEASED PARTIES. I FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM ANY AND ALL CLAIM, DAMAGES OR LIABILITIES RELATED TO OR ARISING OUT OF MY OR MY MINOR CHILD'S USE OF THE KIT, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS INTENDED TO LIMIT MY ABILITY TO BRING SUIT OR RECOVER DAMAGES RELATED TO ANY CLAIM THAT I MAY HAVE. I UNDERSTAND AND AGREE THAT THE SIGNATURE OF ONE PARENT OR GUARDIAN BINDS ALL PARENTS OR GUARDIANS IN REFERENCE TO THIS AGREEMENT. I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT IS BINDING NOT ONLY ON MYSELF, BUT ALSO MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND I HEREWITH AGAIN REAFFIRM MY FREE AND WILLFUL INTENT TO EXECUTE IT.

I further agree that should I submit my or my child's photograph, videotape, motion picture or any other record of my likeness to **Touching Heart**, it may be used for **any** legitimate purposes.

I agree that all disputes arising under this Agreement shall be litigated exclusively in the State or Federal Courts located in the Commonwealth of Virginia in the county in which the incident occurred. This Agreement is governed by the laws of the Commonwealth of Virginia, without reference to its principles on conflict of laws. If any part of this Agreement is determined to be unenforceable, it will be removed and all other parts shall be given full force and effect.

**PARTICIPANT NAME:**  
**ADDRESS:**  
**PHONE:**  
**E-MAIL:**  
**AGE:**

DATE:  
NOTE:

**YOUR SIGNATURE AND THE SIGNATURE OF A PARENT OR GUARDIAN  
(IF YOU ARE UNDER 18) IS/ARE REQUIRED BELOW**

I, the undersigned, have read, understand, and agree to be legally bound by the "Notice of Risk," "Assumption of Risk," "Release from Liability," and other related language located [in this Agreement](#).

Signature of Participant

Date

Signature of Parent or Guardian (if under 18)

Date

(THE SIGNATURE OF ONE PARENT OR GUARDIAN BINDS BOTH PARENTS OR GUARDIANS IN REFERENCE TO THIS AGREEMENT)