

**YOUNG ADULT BURN SURVIVOR RETREAT
AND THE GEORGIA FIREFIGHTERS BURN FOUNDATION, INC.
WAIVER OF CLAIMS AND INDEMNITY**

For and in consideration of the Participant being permitted to attend and participate in the Georgia Firefighters Burn Foundation, Inc.'s Young Adult Burn Survivor Retreat program (hereinafter collectively referred to as "GFBF"), the Participant, and in the case of the Participant who is a minor, his or her parent and/or legal guardian in his or her personal capacity and on behalf of the Participant:

(a) hereby acknowledges that the Participant's attendance at the Young Adult Burn Survivor Retreat, inclusive of his or her travel to and from the Young Adult Burn Survivor Retreat and his or her participation in all activities and events associated with the Young Adult Burn Survivor Retreat (hereinafter collectively referred to as "Attendance at the Young Adult Retreat ") may expose the Participant to inherent risks, dangers and hazards and the possibility of injury to property or person;

(b) declares that the Participant shall assume all risks with respect to his or her Attendance at the Young Adult Retreat, even if such risks arise from the breach of any statutory or other duty of care or negligence of the GFBF and its officers, directors, members, volunteers, partners, associates, employees, agents, successors and assigns;

(c) acknowledges that the GFBF shall not be responsible for any injury to the Participant, including death or any loss or injury to property or person, suffered by the Participant at any time as a result of the Participant's Attendance at the Young Adult Retreat, whether such injury is foreseeable or not including those arising from the breach of any statutory or other duty of care or negligence of the GFBF; and

(d) agrees not to commence proceedings against the GFBF with respect to any and all claims, actions, causes of action, damages, debts and demands, in law or equity, including those arising from negligence or the breach of any statutory or other duty of care, and whether actual, potential, known or unknown, anticipated or potential, which the Participant now has or shall or may have on account of, in relation to, based on, or connected with the Participant's Attendance at the Young Adult Retreat, and

(e) agrees to indemnify and save and hold harmless the GFBF and its officers, directors, members, volunteers, partners, associates, employees, agents, successors and assigns from any and all claims, actions, causes of action, damages, debts and demands, in law or equity, including those arising from negligence or the breach of any statutory or other duty of care, and whether actual, potential, known or unknown, anticipated or potential, arising from or in relation to, based on, or connected to the Participant's Attendance at the Young Adult Retreat including claims, actions, causes of action, damages, debts and demands, in law or equity, including those arising from negligence or the breach of any statutory or other duty of care, and whether actual, potential, known or unknown anticipated or potential, arising from or in relation to based on or connected to the Participants' attendance at the Young Adult Retreat, including his or her travel to and from the Young Adult Burn Survivor Retreat.

The undersigned agrees that if any portion of this document is held to be invalid, that the balance of the document shall, notwithstanding, continue in full legal force and effect. The undersigned agrees that this document be governed by and interpreted in accordance with the laws of Georgia. The undersigned confirms that he or she has read and understood the terms of this document and agrees to be bound thereby. The undersigned further acknowledges that he or she has had the opportunity to receive legal advice before signing this document and that he or she had signed this document freely and voluntarily and without any duress or undue influence on the part of any person.

Participant Printed Name

Participant Signature Date

CAMP TWIN LAKES CAMP RELEASE FORM

This agreement must be read and signed for you/your child to be eligible to attend the Georgia Firefighters Burn Foundation Inc. programs at Camp Twin Lakes.

PARTICIPATION CONSENT

I understand and certify that me/my child's participation in the **GFBF programs** and its activities at Camp Twin Lakes is completely voluntary. I have familiarized myself with the **GFBF programs** and activities at Camp Twin Lakes in which I/my child will be participating. I recognize that certain hazards and dangers are inherent in these activities, which may include, but not limited to, the activities of horseback riding, high and low elements ropes course, swimming, archery, gardening, cooking, biking, sports, and boating. I acknowledge that although the **GFBF programs** and Camp Twin Lakes have taken safety measures to minimize the risk of injury to camp participants, the **GFBF programs** and Camp Twin Lakes cannot insure or guarantee that the participants, equipment, premises or activities will be free of hazards, accidents or injuries. I recognize and have instructed my child in the importance of knowing and abiding by the rules, regulations, and procedures for the **GFBF programs** at Camp Twin Lakes. Further, I have received approval from a doctor authorizing me/my child to participate in the **GFBF programs** activities at Camp Twin Lakes. I also agree to inform the **GFBF programs** of any activities in which I/my child may not participate.

II. **LIABILITY RELEASE**

I, the undersigned, understand that occasionally accidents occur during camp activities and that participants may sustain serious personal injury and property damages as a consequence thereof. Knowing the risks of camp activities, nevertheless, I agree to assume those risks and by signing this liability release, I intend to legally bind myself, my minor children, my heirs, executors, and administrators. I hereby release and forever discharge the **GFBF Inc.** and Camp Twin Lakes, and any of their officers, directors, employees, partners, shareholders, board members, servants, agents and assigns from and against all claims, causes of action, damages, losses and/or expenses arising out of or relating to any injury, illness, or loss of any kind, known or unknown, including but not limited to injuries to property or person, to me/my child during or related to my/my child's attendance at the **GFBF programs** at Camp Twin Lakes.

III. **MEDIA RELEASE**

I give the **GFBF Inc.**, Camp Twin Lakes, invited media representatives, and other persons invited to or authorized to attend the camps the right to interview and/or to take photographs, audio or audio-visual recordings of me or my child to be used in promotional, educational, fundraising and news and public interest materials, including but not limited to videotapes, pamphlets, brochures, and news services. I understand that my name and my child's name may be used in connection with these materials. By signing this media release, I intend to legally bind myself, my minor children, my heirs, executors and administrators. The **GFBF Inc.** and Camp Twin Lakes shall have the right to use any photographs or other images taken by them of me or my child in promotion, educational or fund-raising materials. I acknowledge that the **GFBF Inc.** or Camp Twin Lakes shall have all rights of copyright in and to such photographs and videotapes and may use such copyright fully. I also hereby release the **GFBF Inc.** and Camp Twin Lakes and their officers, directors, agents and employees from any and all liability connected with the taking and use of any photographs, audio or audio-visual recordings of me and my child obtained while attending the **GFBF programs** and Camp Twin Lakes. In addition, I waive all rights, interest or claims for payment in connection with any exhibition or release of these materials. This consent is voluntary, and I give it in the interest of public information, education, the furtherance of the goals of these institutions, or other lawful purposes. I acknowledge that I have legal authority to sign this form on behalf of the minor whose name is mentioned below.

IV. **DISPUTES**

I agree that any disputer concerning, relating, arising out of or referring to the subject matter of this contract shall be resolved exclusively by binding arbitration in Atlanta, Fulton County, Georgia. The arbitration shall be administered by JAMS and conducted before a single arbitrator in accordance with the JAMS Rules. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or violable.

Participant Printed Name

Participant Signature

Date

MEDIA RELEASE FOR THE GEORGIA FIREFIGHTERS BURN FOUNDATION, INC.

I give the Georgia Firefighters Burn Foundation, Inc. invited media representatives, and other persons invited to or authorized to attend the retreat the right to interview and/or to take photographs, audio or audio-visual recordings of me to be used in promotional, educational, fundraising and news and public interest materials, including but not limited to videotapes, pamphlets, brochures, and news services. I understand that my name may be used in connection with these materials. By signing this media release, I intend to legally bind myself, my heirs, executors and administrators. The Georgia Firefighters Burn Foundation, Inc. shall have the right to use any photographs or other images taken by them of me in promotion, educational or fund-raising materials. I acknowledge that the Georgia Firefighters Burn Foundation, Inc. shall have all rights of copyright in and to such photographs and videotapes and may use such copyright fully. I also hereby release Georgia Firefighters Burn Foundation, Inc. and its officers, directors, agents and employees from any and all liability connected with the taking and use of any photographs, audio or audio-visual recordings of me obtained while attending the Georgia Firefighters Burn Foundation's Young Adult Retreat Program. In addition, I waive all rights, interest or claims for payment in connection with any exhibition or release of these materials. This consent is voluntary, and I give it in the interest of public information, education, the furtherance of the goals of these institutions, or other lawful purposes. I acknowledge that I have legal authority to sign this form.

Participant Printed Name

Participant Signature

Date

YOUNG ADULT BURN SURVIVOR RETREAT EXPECTATIONS

- I understand the possession or use of non-prescription drugs or alcohol is strictly prohibited and will be grounds for immediate removal from retreat.
- I understand smoking will be allowed in designated areas only. I will be respectful and dispose of my trash appropriately.
- I agree to be respectful of other participants at all times and refrain from negative comments which may be hurtful to the individual and/or compromise the integrity of the retreat.
- I agree to respect other participants privacy and will not touch others belongings without their permission.
- I agree to be open to the experience that the retreat offers and HAVE FUN!

Participant Printed Name

Participant Signature

Date