



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in non profit gift donation of gift (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representative, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of the participation in the Activity, and do hereby release and forever discharge Freely Give, Inc, its donors, sponsors, and members, located at P.O. Box Fort Myers, Florida 33902, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating and receiving this gift donation. I agree to indemnify and hold harmless Freely Give, Inc its donors, sponsors, and members against any and all claims, suits, actions of any kind whatsoever for liability, damages, compensations or otherwise brought by me or anyone on my behalf, including attorneys fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Freely Give, Inc, its donors, sponsors, and members incurs any of these types of expenses brought on by me in connection with this Activity, gift donation, I agree to reimburse Freely Give, Inc, its donors, sponsors and members.

I agree to indemnify and hold Freely Give, Inc and its members, sponsors and/or donors harmless against all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If any should incur by any party or entity conducting a specific event or activity on behalf of the gift donation.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risk may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, conditions of participants, equipment, vehicular traffic, and actions of others. Including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event.

I acknowledge that I have carefully read the waiver and agree to its terms before accepting the "Activity" or gift donations.

I agree to this waiver _____

Date: _____

Representative of Freely Give, Inc and its members, sponsors & Donors _____