



## **Release and Waiver**

By signing this form I understand that participation in my selected outing through Partners for Quality, Inc., including all of its subsidiaries, associates, companies, related and/or associated entities, directors, officers, employees, agents, successors and assigns (Hereinafter "Partners for Quality, Inc.") is voluntary and involves several risks, including, but not limited to: the risk of a plane, bus or car accident; drowning; fire; natural hazards; insect and animal bites and stings; food poisoning; disease; illness; injury; crime; natural disasters; political, legal, social and economic conditions; different standards of design, safety, maintenance and accessibility of buildings, public places and conveyances; and different local medical practices, standards, and conditions.

I agree, on behalf of myself and my legal representatives, heirs, successors and assigns, to assume all the risks and responsibilities surrounding my participation in my chosen Partners for Quality outing. In consideration for the opportunity to participate in the outing, I hereby release Partners for Quality, Inc. and its directors, officers, employees, agents, successors and assigns from any and all claims (including but not limited to claims for negligence), causes of action, liabilities and costs which I or any of my legal representatives, heirs, successors and assigns may have or claim to have relating to or arising out of my participation in the outing, including, without limitation, any and all claims and causes of action for damage to my property, bodily injury, illness, emotional distress and/or death, caused by, related to or arising out of any action or inaction of Partners for Quality, its directors, officers, employees or agents, except for such damages or injury as may be caused by the gross negligence or willful misconduct of Partners for Quality, its directors, officers, employees or agents. Further, I release Partners for Quality, Inc. and its directors, officers, employees, agents, successors and assigns from any and all claims for contribution and/or indemnification as to any tort claims by third parties which I or any of my legal representatives, heirs, successors and assigns may have or claim to have relating to or arising out of my participation in the outing. Furthermore, I promise not to sue Partners for Quality, Inc. for any of the claims released above. Finally, I agree to indemnify, defend and hold harmless Partners for Quality, Inc. and its directors, officers, employees, agents, successors and assigns, from any and all claims, liabilities and costs asserted by or on behalf of me or any of my legal representatives, heirs, successors and assigns within the scope of the above release.



I understand that the release, promise not to sue, and agreement to indemnify described in the above paragraph are intended to be as broad and inclusive as permitted by law. I agree that if any portion of the above paragraph is held invalid, the remainder will continue in full legal force and effect.

I HAVE READ THE ABOVE RELEASE AND WAIVER, UNDERSTAND THE SAME, AND AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS RELEASE AND WAIVER. FURTHERMORE, I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT LEGAL COUNSEL AND/OR A REPRESENTATIVE OF MY CHOOSING REGARDING THE IMPLICATIONS OF THIS RELEASE AND WAIVER.

IF YOU DO NOT UNDERSTAND IT, DO NOT SIGN IT.

### **Acceptance and Agreement**

\_\_\_\_\_  
Participant's Name (please print)

\_\_\_\_\_  
Name of Adventure (please print)

\_\_\_\_\_  
Date(s) of Adventure

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian/Representative's  
Signature (if participant is not self-guardian)

\_\_\_\_\_  
Date