

AFOI PARTICIPANT RELEASE & WAIVER

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Agreement")

In consideration of being permitted to be present at, attend, observe, and/or participate in programs, visitations, activities, and/or transportation provided by Assisting Families of Inmates ("AFOI"), including but not limited to visitations at correctional institutions, attendance at events, and engagement in programs or activities that AFOI provides or makes available from time to time (each an "Activity"), I, for myself, my assigns, my heirs, and my personal representatives (collectively referred to herein as "me", "I", "myself" or "my"), as well as for any and all children or minors that accompany me to the Activity or that I permit to attend or otherwise participate in the Activities (each a "Child Participant"), I:

1. Acknowledge, agree, and represent that I understand the nature of the Activities and the risks they represent to me and any Child Participant(s). I agree and warrant that if at any time, I become aware or suspect, that my participation in the Activities may result in the risk of harm to myself, a Child Participant, or any other person or loss or property, or if I become aware of any facts, situations or circumstances that might result in harm to myself, a Child Participant, or others, I will immediately inform AFOI representatives of the existence and nature of such risk and the details thereof.
2. Understand that the Activities may include without limitation any or all of the following: (a) preparation and ingestion of food (potentially including food to which some people may be allergic), the use of preparation implements, the use of hot and cold elements, and the use of cleaning supplies; (b) indoor and outdoor recreational activities such as sports, games, gardening, arts and crafts, and/or other entertainment; (c) transportation to, from, and within the location where the Activities are being conducted; and (d) on-line activities, including activities and materials that are intended for use by or may attract the attention of children. Among other things, I agree to use due caution in participating or attending such Activities in light of the Activities and agree to promptly and fully advise and disclose to all appropriate personnel any dangers or risks that I am or become aware of (including without limitation any sensitivities, allergies, physical or mental medical condition, or any other factor that could result in increased risk of injury or harm) and agree that the terms of this Agreement apply to all such Activities. With respect to online activities, I recognize on behalf of any Child Participant(s) that certain laws exist with respect to the online collection of information about children under the age of 13, that I have read the attached Notice regarding AFOI's collection and use of information from and about any Child Participant(s) in connection with the online Activity and that I consent to the Child Participant(s)' participation in AFOI's online Activities.
3. Understand that it is my responsibility to comply with all procedures, instructions, requirements, rules, and regulations, including safety, restriction, and hygiene procedures and protocols intended to lessen the risk of the spread of disease or other harm or injury to participants or those involved with hosting, implementing, or conducting the Activities. Without limiting the foregoing, I understand that it is my responsibility to furnish any child car seats for any Child Participant(s) traveling with me on AFOI-provided transportation and be responsible for its proper installation, without which car seats, the Child Participant(s) may be refused transportation. I further understand that it is my responsibility to comply with all laws and other requirement(s) imposed by Federal, state, local, and correctional authorities, as well as any AFOI rules, instructions, or requirements that apply to Activities in which I am involved. I specifically agree to comply with and abide by any and all requirements, rules, or restrictions regarding or related to Covid and its variants, including any obligation that I disclose my vaccine status, proof of vaccination, or other Covid status for myself and any Child Participant(s).
4. Authorize (a) AFOI, its employees, agents, representatives, directors, officers, and volunteers; (b) any and all third-party land-owners (including without limitation correctional institutions and entities that host AFOI Activities) that own or operate the locations at which Activities occur and their employees, agents, representatives, directors, officers, and volunteers; and (c) any and all transportation providers that are providing transportation in connection with the Activities, and their respective employees, agents, representatives, directors, officers, and volunteers (collectively "Releasees"), as well as any medical care provider(s), to provide any emergency care or emergency medical transport to me and any Child Participant(s), as may be necessary in the sole discretion of such providers and agree to be fully responsible for any fees, charges, or costs associated with such transport and care. On behalf of myself and any Child Participant(s), I acknowledge and agree that none of Releasees shall be responsible for any injuries, loss, or harm to me or any Child Participant(s) received or suffered as a result of or in connection with my participation or attendance (whether that injury or harm is caused by a Releasee or another third-party) or the participation or attendance of any Child Participant(s) at any AFOI Activity, and I agree to defend, indemnify and hold AFOI and all other Releasees harmless for any such injury, loss, or harm.
5. AGREE, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THAT AFOI DOES NOT MAKE, AND AFOI EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, THE ACTIVITIES, THE TRANSPORTATION

ASSOCIATED WITH THE ACTIVITIES, WHETHER SUCH DISCLAIMED WARRANTIES ARE EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. WITHOUT LIMITATION TO THE FOREGOING, AFOI DOES NOT PROVIDE ANY WARRANTY, ASSURANCE, OR UNDERTAKING AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE ACTIVITIES OR THE TRANSPORTATION ASSOCIATED THEREWITH WILL MEET MY REQUIREMENTS OR THOSE OF ANY CHILD PARTICIPANT(S), OR ACHIEVE ANY INTENDED RESULTS. ON BEHALF OF MYSELF AND ANY CHILD PARTICIPANT(S), I EXPRESSLY AGREE THAT THE ACTIVITIES AND ALL TRANSPORTATION PROVIDED THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

6. AGREE TO BE RESPONSIBLE FOR AND AGREE TO RELEASE, DISCHARGE, HOLD HARMLESS, DEFEND, AND AGREE NEVER TO SUE (OR OTHERWISE SEEK RECOURSE THROUGH ARBITRATION OR OTHER LEGAL MEANS) ANY AND ALL RELEASEES FOR ANY LIABILITY, CLAIM, DEMAND, LOSS, INJURY, HARM, OR DAMAGE RESULTING FROM OR RELATED TO PARTICIPATION IN OR ATTENDANCE OF ANY ACTIVITY BY ME OR ANY CHILD PARTICIPANT(S), INCLUDING BUT NOT LIMITED TO PHYSICAL (INCLUDING DEATH), MENTAL OR EMOTIONAL HARM OF ANY KIND, LOSS OF PHYSICAL PROPERTY OF ANY KIND (WHETHER RESULTING FROM MY ACTIONS OR THE ACTIONS OF OTHERS), OR COSTS, EXPENSES OR OTHER LIABILITIES INCURRED AS A RESULT OF MY (OR ANY CHILD PARTICIPANT'S) PARTICIPATION IN OR ATTENDANCE OF ANY ACTIVITY OR ENFORCEMENT OF RULES, OBLIGATIONS OR OTHER REQUIREMENTS ASSOCIATED WITH SUCH ACTIVITY. I UNDERSTAND THAT THIS PARAGRAPH AND THE TERMS THEREOF SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR NEGLIGENT OMISSIONS OF ANY RELEASEE. I FURTHER AGREE THAT IF I OR ANYONE ACTING ON MY BEHALF OR ON BEHALF OF ANY CHILD PARTICIPANT MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY ATTORNEY'S FEES, LOSSES, LIABILITIES, DAMAGES AND EXPENSES WHICH RELEASEES INCUR OR MAY INCUR AS A RESULT OF SUCH CLAIM. TO THE GREATEST EXTENT PERMITTED BY LAW, I AGREE ON BEHALF OF MYSELF AND ANY CHILD PARTICIPANT(S) THAT AFOI SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE, OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH LIMITATION SHALL APPLY REGARDLESS OF THEORY OF LIABILITY AND REGARDLESS IF AFOI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. I agree that, in any event, AFOI's total liability (if any) to me, any Child Participant(s), and anyone claiming through me or any Child Participant(s) for damages, losses, and causes of action arising out of or relating to this Agreement or the Activities (whether in contract, tort including negligence, warranty, or otherwise), will not exceed the lesser of: (a) amount actually paid by me, if any, to AFOI, in connection with such Activity; or (b) five thousand dollars (\$5,000.00). The essential purpose of this provision is to limit the potential liability of AFOI arising out of this Agreement, the Activities, or transportation provided therewith whether for breach of contract, negligence, or otherwise.

7. Understand that some of the Activities may involve or result in dangers or risks, including some that may be unexpected, unaccounted for, or unprevented. I acknowledge that some aspects of the Activity may be conducted at locations or under circumstances that may not be under AFOI's direct or indirect control and that not all risks associated with the Activity may be foreseen or foreseeable by AFOI. Such risks may be caused or exacerbated by my own actions or inactions and/or by the actions or inactions of others (including any Child Participant(s)). I understand that attending correctional institutions or facilities associated with incarcerated people in particular may involve the risk of certain harms and that no guarantees are offered or provided by AFOI or Releasees. I recognize that not all risks may be disclosed and that descriptions of risks may be incomplete. WITH A FULL UNDERSTANDING AND APPRECIATION OF SUCH RISKS AND THE FOREGOING, ON BEHALF OF MYSELF AND ANY CHILD PARTICIPANT(S), I VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS ASSOCIATED WITH PARTICIPATING IN OR ATTENDING THE ACTIVITY AND ANY AND ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, AND DAMAGES, I INCUR OR MAY INCUR AS A RESULT OF OR IN CONNECTION WITH THE ACTIVITIES.

8. Understand that AFOI reserves the right to discontinue my (or any Child Participant(s)') involvement in any Activity or require me to leave any Activity at any time, for any reason or no reason in AFOI's sole discretion, even if a fee has been paid in respect to that participation.

9. Understand that it is a violation of law and a breach of this Agreement to place a reservation with AFOI in a false name or with an invalid credit card number with the intent to defraud. AFOI reserves the right to prosecute fraudulent users to the fullest extent of the law. I therefore agree not to input false information in a reservation form or other AFOI document.

10. Acknowledge that disruptions and alterations to Activities may be required or may occur (including for reasons beyond the control of AFOI). I acknowledge that if transportation is involved in the Activity, such transportation may not arrive or depart on schedule and/or that Activities may be changed, canceled, or cut short without advance notice. On behalf of myself and any Child Participant(s), I specifically waive any claims against Releasees for damages resulting from such changes, delays, or cancellations.

11. On behalf of myself and any Child Participant(s), I acknowledge and agree that I am not relying on AFOI to have arranged for or to carry any insurance of any kind for my benefit or the benefit of any of Child Participant(s) that may participate in the Activity. As between me and AFOI, I understand that I am solely responsible for procuring any and all necessary or desired insurance (including medical insurance).

12. I recognize that my likeness or that of Child Participants may be captured, conveyed, or used during certain Activities (including online Activities). I authorize AFOI to photograph, film, or take video of me and any Child Participant and I assign to AFOI the right and permission to use in perpetuity my and any Child Participant(s) name, likeness, image, voice, recorded voice, appearance, biographical information, statements, performance and/or testimonial(s) related to the Activity, whether collected during, in preparation for or after the Activity (collectively, "Appearance"), in any manner and in any media, now known or later developed, throughout the world, at any time, for any purpose, without review, permission or compensation of any amount or kind whatsoever. As between me and AFOI, AFOI shall have complete ownership and copyright interest in and to any recording, product, copy, presentation or other material or file containing or featuring my and/or any Child Participant(s)' Appearance, including without limitation the right to edit, abridge, augment, title, or create a compilation from such Appearances in whole or part as AFOI may elect in its sole discretion. I understand and agree that such materials, including all negatives, positives, digital images, and prints shall become and remain the sole property of AFOI. I further confirm and agree that AFOI does not owe any compensation to me or any other person for such rights and agree to release the Releasees from any and all liability arising from or in connection with the taking, use, publication, or dissemination of such materials.

13. I understand that this Agreement is in effect every time I am at an Activity (regardless of location). I agree that this Agreement is a contract that may be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogors, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed unenforceable, I agree that the remaining term shall be enforceable. I acknowledge and agree that this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. I confirm that I have full authority to execute this Agreement and that there is no restraint, restriction, or agreement that would limit or prohibit me from executing this Agreement. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect to the greatest extent permitted by law.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I AND ANY CHILD PARTICIPANT(S) HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE EXCEPT FOR THE OPPORTUNITY FOR ME AND/OR ANY CHILD PARTICIPANT(S) TO PARTICIPATE AS CASE MAY BE TO PARTICIPATE IN THE ACTIVITY (SUBJECT TO ALL RULES, RESTRICTIONS, AND LIMITATIONS CONTAINED HEREIN).

Full Name: _____

Child Participant(s) and DOB

DOB: _____

Address: _____

Email: _____

Phone: _____

Date: _____

SIGNATURE

DATE