

RELEASE

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (OFF SITE ACTIVITY)

Release executed by (Name of Client-Print) _____ to
Voices of Hope for Aphasia, Inc., Pinellas County, Florida.

1. In consideration of being permitted to participate in **Community Outings** (which may include but is not limited to, visits to stores, restaurants, parks, etc. and may involve walking and/or being driven to the locations by Voices of Hope for Aphasia, Inc), at various locations I, the undersigned, hereby in advance RELEASE, WAIVER, FOREVER DISCHARGE, AND COVENANT NOT TO SUE Voices of Hope for Aphasia, Inc., its trustees, employees, contractors and any volunteers acting as such (hereinafter referred to as the RELEASEES), from and against any and all liability for any harm, injury, damage, claims, actions, causes of actions, costs, demands and expenses of any nature whatsoever which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence or carelessness of the releasees, or otherwise, while participating in off-site activities to enhance functional therapy and activities of daily living, or while in, on, upon, or in transit to or from the premises where the activity is being conducted.

2. I have signed this RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE in full recognition and appreciation of the dangers and hazards involved in this activity, which include but are not limited to functional therapy and activities of daily living, travel and other activities. I also know that unanticipated and unexpected dangers may arise during such activities. I FURTHER UNDERSTAND THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING THESE ACTIVITIES AND THAT PARTICIPANTS IN THESE ACTIVITIES OCCASIONALLY SUSTAIN MORTAL OR SERIOUS PERSONAL INJURIES, AND/OR PROPERTY DAMAGE, AS A CONSEQUENCE OF PARTICIPATING IN THESE ACTIVITIES. Knowing the risks of such activities, nevertheless, I hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned above (RELEASEES) who through negligence or carelessness or otherwise might be liable to me (or my heirs or assigns) for damages.

3. I VOLUNTARILY PARTICIPATE IN **Community Outings** at sites in Pinellas, Hillsborough, and/or Manatee Counties, AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO SUFFERING AND/OR DEATH, whether foreseen or unforeseen, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in said activity or any independent activities taken as an adjunct thereto, whether caused by the negligence of the releases or otherwise. I understand and agree that RELEASEES assume no responsibility for any injury or damage which might arise out of or in connection in any way with my participation in said activity or any independent activity or other interests taken as an adjunct thereto including but not limited to incidental operations.

4. I understand and agree that RELEASEES do not have medical personnel available at the location of the activity. I understand and agree that RELEASEES are granted permission to authorize emergency medical treatment, if necessary, and that such action by RELEASEES shall be subject to the terms of this agreement. I understand and agree that RELEASEES assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I further agree TO SAVE AND HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEES from any claim by me, or my family, arising out of my participation in **Community Outings**.

6. I hereby further agree that this agreement shall be construed in accordance with the laws of the State of Florida.

7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have fully informed myself of the contents of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, that I understand it and that I sign this document voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement, or an authorized Legal Guardian or Power of Attorney on behalf of the client, and that I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

8. If any term or provision of this Agreement shall be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

IN WITNESS THEREOF, I have executed this release on (Date) _____.

THIS IS A RELEASE - READ BEFORE SIGNING

WITNESS _____ signature

CLIENT _____ signature or

AUTHORIZED GUARDIAN OR POA: _____ signature