

Boys to Men Release and Waiver of Liability and Waiver of Right to Sue For Weekend Participants

In consideration of the services provided to me by Boys To Men Mentoring Network of Minnesota, their agents, officers, volunteers, representatives, employees, affiliates, heirs, successors, and assigns, (hereinafter referred to as "BTM-MN"), I for myself and for my heirs, successors, assigns, parents, next-of-kin, personal representatives and estate (hereinafter referred to collectively "my Heirs"), intending to be legally bound, agree as follows:

1. **Risks.** I am going to participate in a personal growth program for teen boys sponsored and operated by BTM-MN, on Nov. 11-13, 2011 (Nov. 10 – 13 for staff), at the Voyageur Environmental Center for the Rites of Passage Adventure Weekend – Minnesota 2011 #2. The Program involves varied activities, including, without limitation, vigorous physical activities, games and other activities conducted both indoors and outdoors during both day and night, and reflective and introspective mental, emotional, and intellectual activity, (collectively referred to as "the Activities").

I understand that BTM-MN, its leaders, volunteers, and staff will act reasonably in seeking to provide a safe environment for the Program and the Activities in which I participate. However, I also understand that BTM-MN is not and cannot be a guarantor or insurer of my safety.

I understand that participation in the Program and the Activities involves inherent risks, which cannot be fully eliminated without jeopardizing the essential qualities of the Program and the Activities. Known risks include, without any limitation, the possibility of slips and falls, burns, and broken bones, and the possibility of contact with plants, animals, or insects that could cause stings, allergic reactions, or other injury.

However unlikely, participation in the Activities and the Program may involve unknown and unforeseeable risks, including severe injury, or even death, to myself or third parties, or damage to property owned by me or by others.

2. **Assumption of risk.** I agree to act with great care for my safety and well-being and that of all other people and property around me during the Program and the Activities. I am participating in the Activities and the Program at my own risk, and I expressly accept full responsibility for **all of the risks, known or unknown**, of my participation. My participation in the Program and each Activity is purely voluntary, and I elect to participate in spite of the risks. I agree, therefore, that BTM-MN will not be liable to me for any injuries to me or to my property, which may occur as a result of my participation in the Activities or the Program.
3. **Release.** In consideration of being able to participate in the Program, I and My Heirs release and discharge BTM-MN from all present and future liability to me or to My Heirs for any claim or cause of action arising from physical or mental injury, death and/or property damage resulting from any accident which may occur as a result of my participation in the Program or any Activities of the Program.
4. **Nature of Release.** This release, waiver, and indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota. If any portion of the Agreement is held invalid, the balance shall still continue in full legal force and effect.
5. **Costs and Attorneys' Fees.** I also agree that should BTM-MN its agents or representatives be obliged, to enforce this Agreement and the promises I have made in it or to defend against an action brought by me notwithstanding this Agreement, I agree to indemnify BTM-MN against and hold BTM-MN harmless from the same, and to reimburse BTM-MN for all related attorneys' fees, discovery and other litigation costs.
6. **Insurance.** I certify that I have adequate personal liability and property damage insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or that I am financially able and agree to bear the costs of such injury or damage to myself.

7. **Medical Certification.** I certify that 1) I have no medical, physical, mental, or emotional conditions which I know or reasonably suspect could interfere with or risk my safety while participating in the Program and the Activities; or 2) if I have any such condition, I have disclosed it to BTM-MN. If I have any such condition, I assume and bear the risks and costs of any injury or damage that may result from participation in the Program and the Activities with my condition.

8. **Mediation, Arbitration, Waiver of Right to Sue.** I expressly agree that any claim or cause of action of any kind which I and/or my Heirs may bring against BTM-MN as a direct or indirect result of my participation in the Activities or Program, must first be submitted to mediation by a neutral third party, preferably a mediator who practices regularly under the auspices of the courts of the State of Minnesota. If after six (6) sessions, mediation is unsuccessful, I may, at my option, seek final and binding arbitration of my claims. Any such arbitration will be held in Maryland, and Maryland substantive law will apply in all such proceedings. I agree that any resulting arbitration award is final and binding upon both BTM-MN and upon me and my Heirs, and by executing this Agreement I am expressly waiving my right to litigate any such claim in any state or federal court. Any cause of action to enforce any arbitration award or any cause of action brought against BTM-MN notwithstanding the waivers contained in this Agreement, must be brought in a court of competent jurisdiction in Minnesota, and Minnesota substantive law will apply. Any arbitrator chosen pursuant to this paragraph will be chosen from a list or lists supplied by the American Arbitration Association and/or the Federal Mediation and Conciliation Service, or from any other mutually agreeable source.

9. **Agreement Controlling.** This release contains the entire agreement between BTM-MN and me, and supersedes any and all other agreements or representations, written or oral.

I understand fully that by signing this document, I am waiving my legal rights both to assert certain claims against BTM-MN and to assert any claims in a court of law. I am agreeing that any dispute between BTM-MN and me, or anyone representing me, or otherwise arising out of my participation in the Activities and the Program, must be submitted to final and binding arbitration. I fully understand the consequences of this waiver and acknowledge that I have had ample opportunity to ask questions regarding this Agreement and to have this Agreement reviewed by my legal counsel. I have read the document in its entirety, I understand the content and implications of the document, I sign this Agreement freely and voluntarily, and I agree to be legally bound by the terms and conditions of this Agreement.

Participant's Signature: _____

Please Print Participant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Phone _____

Date of Birth: _____ Age _____ Today's Date: _____

Witness: _____ Date: _____

Print witness name: _____

Parent or Guardian's Approval:

I am the parent or guardian of _____ [Boy's Name] (the "Participant"). I understand fully that by signing this document, I am waiving the legal rights of the Participant and myself both to assert certain claims against BTM-MN and to assert any claims in a court of law. I agree that any dispute between BTM-MN and the Participant or me, or anyone representing me, or otherwise arising out of the Participant's participation in the Activities and the Program, must be submitted to final and binding arbitration. I fully understand the consequences of this waiver and acknowledge that I have had ample opportunity to ask questions regarding this Agreement and to have this Agreement reviewed by my legal counsel. I have read the Agreement in its entirety, I understand the content and implications of the document, I sign this Agreement freely and voluntarily, and I agree to be legally bound by the terms and conditions of this Agreement.

Parent or Guardian's Signature: _____

Please Print Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Phone: _____ Today's Date: _____

ACCEPTED:

By: _____ Date: _____

PHOTO WAIVER: - not time limited -

I hereby give permission to Boys To Men Minnesota, Boys To Men National, their successors, and/or any party or parties they designate, to use photographs, negatives, sound or video recordings, film clips and/or other film, hardcopy or digital reproductions of subject/model for Boys To Men local and international promotions, public relations, community building and other such activities.

I waive all rights to copyright and commission to such images and recordings as listed above.

Print Participant name: _____

Signature of participant: _____ Date: _____

Print parent or guardian: _____

Signature of parent or guardian: (if participant is under 18):

_____ Date: _____