



**THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**Nehemiah Gateway CDC – Delaware Tax and Financial Service Campaign**

IN CONSIDERATION of being permitted to participate in any way in the Delaware EITC Campaign, EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Nehemiah Gateway CDC and all its programs/events and all their directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE PROGRAM(S) OR EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the PROGRAM(S) OR EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE PROGRAM(S) OR EVENT(S) MAY BE DANGEROUS and involve the risk of exposure to infectious syndromes and diseases, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the PROGRAM(S) OR EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Program or Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in the Program or Event. I agree that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT; FULLY UNDERSTAND ITS TERMS; UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE OF BIRTH (M/D/YYYY): \_\_\_\_\_