



WAIVER & RELEASE OF LIABILITY AGREEMENT

MENTORING FOUNDATION

Parent/Guardian Name(s) (print) _____

Parents Date(s) of Birth (same order) _____

Address _____ **City** _____ **Zip** _____

Home Phone _____ **Work** _____ **Cell** _____

Emergency Contact _____

EC Home Phone _____ **EC Work** _____ **EC Cell** _____

Minor Children Participating:

Name _____ **Date of Birth** _____

Name _____ **Date of Birth** _____

Name _____ **Date of Birth** _____

I, the undersigned parent/person having legal custody/guardianship of the above said minor(s), give permission for the minor(s) to participate in the For the Life of You Mentoring Foundation Christmas Bike Giveaway described above. The minor(s) is physically able and mentally prepared to participate in all activities as described in the announcement for the For the Life of You Mentoring Foundation Christmas Bike Giveaway. I hereby voluntarily and knowingly assume all risks and dangers inherent and incidental to the activities of the For the Life of You Mentoring Foundation Christmas Bike Giveaway. I will not hold the For the Life of You Mentoring Foundation/Matthew Newman employees, volunteers, or agents liable for any injuries incurred my child(ren) is/are using bikes, or accompanying accessories (to include, but not limited to bike helmet(s), elbow/knee pads, etc.) donated by the For the Life of You Mentoring Foundation/Matthew Newman, whether caused by bikes, or accompanying accessories (to include, but not limited to bike helmet(s), elbow/knee pads, etc.) or the act or omissions of others excepting damage or injury solely caused by the willful misconduct or negligence of the For the Life of You Mentoring Foundation/Matthew Newman employees, volunteers, or agents.

I presently waive as to the For the Life of You Mentoring Foundation/Matthew Newman employees, volunteers, or agents thereof, any claim presently known or unknown for damage to property or personal injury whether caused by equipment or the acts or omissions of others including For the Life of You Mentoring Foundation/Matthew Newman employees, volunteers, or agents.

By signing this agreement, I agree that any and all video footage, or photographs captured, or submitted may be broadcast and distributed without limitation through any means and I shall not receive any compensation for my participation. I confirm that any and all material furnished by me for this campaign is either my own or otherwise authorized for such use without obligation to me or any third party. I also agree to the use of my child(ren)'s name, likeness, portrait or pictures, voice and biographical material about child(ren) for educational, program or series publicity and organizational promotional purposes. I further agree that my child(ren)'s participation in the campaign confers upon me no rights to use, ownership or copyright. I release FOR THE LIFE OF YOU MENTORING FOUNDATION/MATTHEW NEWMAN, their officers, officials, agents and/or employees, volunteers, staff, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the campaign ("Christmas Bike Giveaway) from all liability which may arise from any and/or all claims by me, my child(ren) or any third party in connection with my child(ren)'s participation in the campaign.

Parent/Guardian (Signature) _____ **Date** _____

RELEASE AND WAIVER OF LIABILITY AGREEMENT

Note: Your submission will NOT be processed unless this waiver is signed and dated prior to participation.

I, _____ (“Recipient”), acknowledge that I have voluntarily entered my (*parent or guardian) child(ren) to participate in “For the Life of You Mentoring Foundation Christmas Bike Giveaway.” As part of child(ren)’s participation in this event, he/she will receive a new youth bicycle and bicycle helmet.

I understand that riding a bicycle can be dangerous. I understand that cyclists should follow all the Rules of the Road as a vehicle should do. I also understand that a properly fitted helmet should be worn at all times when riding a bicycle. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my child(ren)’s participation.

I verify this statement by placing my initials here: _____

I, for myself and on the behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless FOR THE LIFE OF YOU MENTORING FOUNDATION/MATTHEW NEWMAN, their officers, officials, agents and/or employees, volunteers, staff, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releases"), with respect to any and all injury, disability, death or loss or damage to person or property. I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily of my own free will.

As Parent or Guardian, I verify that the dangers of the activity and the significance of this Release and Waiver were explained to us and that we have fully understood them.

Executed in _____, Texas on _____, 2017.

Parent/Guardian (Signature)

Signature