

SPECIAL OPERATIONS WARRIOR FOUNDATION  
WAIVER, RELEASE OF LIABILITY AND STATEMENT OF RESPONSIBILITY

I, \_\_\_\_\_, will be participating in an activity or event benefitting, sponsored and/or otherwise supported by Special Operations Warrior Foundation (the "Foundation") scheduled to occur on or around \_\_\_\_\_, 20\_\_ (hereafter referred to as the "Activity" or the "Event"). The Activity or Event may be more fully described in Exhibit A hereto. I am fully aware that my participation in the Activity or Event is totally voluntary.

In order to induce the Foundation to permit my participation on the Activity or Event and in consideration of such participation, I agree as follows:

- 1) *I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including but not limited to, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.*
- 2) I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activity or Event.
- 3) I acknowledge that this Waiver, Release of Liability and Statement of Responsibility (the "Release") may be relied upon and enforced for the benefit of all the holders, sponsors, and organizers of the Activity or Event each of which is an intended third party beneficiary of this Release.
- 4) *I HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE the Foundation and its employees, agents, servants, officers, directors, and representatives (in their official and individual capacities) from any and all liability whatsoever for all damages, losses, or injuries (including death), mental anguish or emotional distress to person and/or property, including but not limited to any claims, demands, actions, causes or action, damages, costs, expenses (including hospital and medical expenses) and attorney fees, which arise out of, during, or in connection with my attendance at, activities at, participation in, or arising out of the Activity or Event, including travel to and from the Activity or Event.*
- 5) *I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Foundation and its employees, agents, servants, officers, directors, and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorney fees, which result from, arise out of , or relate to my attendance at, association with, participation in, activities at, sponsored by, or arising out of the Activity or Event, including travel to and from the Activity or Event.*
- 6) *I hereby acknowledge and accept that there are both known and unknown risks, including but not limited to risks of bodily injury and death, that could result from my participation in the Activity or Event. I have knowingly and voluntarily decided to assume the risks of these inherent dangers. Except to the extent prohibited by law, I hereby release and discharge the Foundation from any and all negligence, including the Foundation's own negligence, in connection with my attendance at or participation in the Activity or Event.*

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- 7) I represent and warrant that I will be covered throughout the aforementioned Activity or Event by a policy of comprehensive health and accident insurance which provides coverage in amounts I deem adequate for injuries which I may sustain as part of my participation in the Activity or Event. *I hereby release and discharge the Foundation of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expenses, whether covered by health insurance or not, that I may incur while participating in the Activity or Event. I agree represent that I do not have any physical or mental condition which may require special medical attention or accommodation during the Activity or Event.*
  
- 8) The Foundation reserves the right to decline to accept or retain me in the Activity or Event at any time should my actions or general behavior be deemed in the sole discretion of the Foundation to impede the operation of the Activity or welfare of any person.
  
- 9) I consent that at the Activity or Event I may be photographed or videotaped. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose as deemed so by the Foundation, Event holders, producers, sponsors, organizers, and assigns.
  
- 10) I agree that this Release is intended to be as broad and as inclusive as permitted by law and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. This Release shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made in such jurisdiction. I agree that the exclusive jurisdiction with respect to any dispute or other matter related to this Release shall be within the Thirteenth Judicial Circuit Court of Hillsborough County or the U.S. District Court for the Middle District of Florida.
  
- 11) In signing this Release, I hereby acknowledge and represent that I have read this entire document and that I understand its terms and provisions and understand it affects my legal rights and is a binding contract, and that I have signed it knowingly and voluntarily. This Release shall be binding on the heirs, successors, assigns, and personal representative of me.

IN WITNESS WHEREOF, I have executed this Release effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Participant's Printed full name

\_\_\_\_\_ Participant's Signature

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ Witness Printed full name

\_\_\_\_\_ Witness Signature

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Waiver, Release of Liability and Statement of Responsibility