



WAIVER OF LIABILITY

I _____ hereby WAIVE AND RELEASE, indemnify, hold harmless and forever discharge POIEMA FOUNDATION including its agents, employees, officers, directors, affiliates, successors and assigns (hereinafter, the Released Parties), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of POIEMA FOUNDATION, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions in which I participate may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501 (c)(3). On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned Released Parties.

By this Waiver, I assume any risk, take full responsibility, and waive any claims of personal injury, death or damage to personal property associated with my work as a volunteer on behalf of POIEMA FOUNDATION including any activities related to POIEMA FOUNDATION.

The WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of activities conducted by, on the premises of, or for the benefit of POIEMA FOUNDATION, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER and RELEASE. I understand and confirm by signing this WAIVE AND RELEASE I have given up considerable legal rights. I have signed the agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute complete and unconditional WAIVE AND RELEASE of all liability to the future extent of the law. I hereby certify that I am 18 years of age or older, mentally competent to enter into this Waiver, and have read the above carefully before signing.

Printed Name

DATE

Signature

DATE