



## Friends of the Cheat

### WAIVER AND RELEASE FORM

#### RELEASE OF LIABILITY

In return for being allowed to participate in Friends of the Cheat educational activities and all related activities, including any activities incidental to such participation ("Educational Activities"), the undersigned **Student or Parent/Legal Guardian of Student if Student is under age 18** (hereafter referred to using "I", "me", or "my") releases and agrees not to sue the Friends of the Cheat or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates ("FOC") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

I understand and agree that FOC is not responsible for any injury or property damage arising out of the Educational Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in the Educational Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Educational Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless FOC for all claims arising out of my participation in the Educational Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of West Virginia and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that FOC has not arranged and do not carry any insurance of any kind for my benefit or that of the Student (if Student is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Educational Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of FOC.

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(Signature of Volunteer)

Date

*I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.*

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(Signature of Parent/Legal Guardian if Student is Under 18)

Date

*I am the parent or legal guardian of the Student. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.*

## **Friends of the Cheat PHOTO RELEASE FORM**

I hereby grant Friends of the Cheat permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Friends of the Cheat and will not be returned.

I hereby irrevocably authorize the Friends of the Cheat to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the Friends of the Cheat from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

**I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:**

Print Name: \_\_\_\_\_

Signature (If 18 and above): \_\_\_\_\_ | Date: \_\_ / \_\_ / \_\_\_\_

Parent Signature: \_\_\_\_\_ | Date: \_\_ / \_\_ / \_\_\_\_

Mailing Address:

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