



WINSHAPE RELEASE, WAIVER AND VOLUNTEER/ACTIVITY AGREEMENT FOR INDIVIDUALS

This is a legal document. Please read this document carefully before deciding to sign.

Please Print Name of Adult (age 18 and up) Completing this Form: _____

For this Event, I am the Participant, Parent/Guardian of the Participant, or Both Parent/Guardian of a Participant and a Participant myself (check one).

If Parent / Guardian, please print name of minor: _____ (“Minor”)

I am the _____ of the Minor.

“Activity”: When we say “Activity,” we mean the program, event, retreat, training, camp or other activity or activities that you attend, participate in, volunteer for or otherwise join that we host, sponsor, plan or provide, whether by yourself or with other participants. You agree that this definition should be interpreted broadly so that this agreement governs any engagement we have with each other. We will refer to the place where the Activity occurs as the **“Activity Space.”**

“You/Your”: When we say “you” or “your,” we mean you, the participant or volunteer, who signs this Form, and if applicable, the Minor you are signing on behalf of. This agreement is personal to you; you cannot assign it to someone else.

“We/Us/Our”: When we say “we”, “us” or “our”, we mean WinShape Foundation, Inc., WinShape College Program, WinShape Teams, WinShape Marriage, WinShape Retreat, WinShape Camps, WinShape Homes, and to the extent lawful, the campus ministries, partners and churches supporting us in this Activity (if there are any doing so), and each of the foregoing’s affiliates, licensees, subsidiaries, agents and assigns, and their owners, shareholders, directors, officers, employees, volunteers, agents and representatives.

We are happy to have you participate or volunteer in the Activity! Before the fun can begin, you must read and agree to the terms and conditions of this agreement. To confirm your agreement with all three pages, please sign below.

- You are Responsible for Following the Rules and Staying Safe.** We want this to be a great time together, **but you are fully responsible (or in legalese, “solely liable”) for your actions**, conduct and safety during the Activity, including following all rules, regulations and instructions. You agree not to use drugs or alcohol while participating or volunteering in the Activity, to wear appropriate clothing for the specific Activity, and not to do anything that you are not completely confident you can do safely.
- You are Aware of the Risks and Accept Them.** You are fully aware of the risks associated with volunteering or participating in the Activity and you accept and **you assume all risks** associated therewith (which can include, among other dangers, risks associated with congregating with groups of other people, risks associated with high ropes courses or other related team-building but stressful situations or other harm due to any unpredictable act, event, or other unknown). The foregoing expressly includes assumption of risks arising from our own negligent acts or omissions, negligent acts or omissions of volunteers or participants, and those of our independent contractors, vendors, franchisees, agents and supporters (including Chick-fil-A, Inc.) (together with us, called the **“Released Parties”**, and each individually, a **“Released Party”**).
- You Accept Each of the Terms & Conditions.** You confirm you have read, understand, and agree to the terms & conditions **below**, which terms & conditions (including the waivers and releases of liability) are an express part of this agreement. You further agree that if for some reason one of the below terms is not enforceable, then that will not keep the others from being enforced between us.

Do not sign until you finish reading. By signing below, I acknowledge that I am freely and voluntarily agreeing to the below terms!

Name (Print): _____

Address: _____

Signature: _____

Date: _____

The Detailed Legal Stuff (What our lawyers call, “terms and conditions.”)

1. **You Release Us and Waive Your Rights to Sue/File Claims.** You fully understand and forever waive your rights to sue or file any claims against the Released Parties for any and all injuries, damages, actions, liabilities, demands of every kind and nature whatsoever, based on negligence or otherwise of the Released Parties or other persons participating in the Activity, to the extent allowed by law, whether for personal injuries, property damage, illness, death (including, among other illnesses, any disease, sickness, COVID-19 infection, or other health or chronic complications resulting from or related to COVID-19) or any other loss, by or on behalf of yourself (and/or that you as the Parent/Guardian have or may have on behalf of the Minor), related to your volunteering and/or participation in the Activity or your contribution to, and our use of, the Works (as defined below). **This is a full waiver of your significant right to seek legal action against us for any claim related to the Activity.** Do not sign above if you do not agree.
2. **You Will Indemnify Us in Certain Circumstances.** You will defend, indemnify, and hold harmless each of the Released Parties from and against any and all claims (including third party claims) for injuries, damages, actions, rights, and other liabilities (including reasonable attorney fees), whether for personal injuries, property damage (including damages to the Activity Space, whether or not we own it or simply rented or arranged it), illness, death (including, among other illnesses, any disease, sickness, COVID-19 infection, or other health or chronic complications resulting from or related to COVID-19) or any other loss, damage or expenses, related to or arising from (a) your participation or volunteering in the Activity, (b) use of your Works (as defined below), (c) your breach of or failure to comply with the terms of this Agreement or applicable law. In other words, if we incur damages that arise from or relate to your participation in the Activities, you agree to, at a minimum, make us whole. And, if someone else incurs costs, damages or expenses that arise from or relate to your participation in the Activity, and that someone else requires that we pay them any amount or make them whole, you will then make us whole for the liabilities/losses we incur as a result of us making such party whole/making payments to them.
3. **You Can Be A Part of Our Marketing Certain Programs.**
 - a. This Section 3 does not apply to marriage intensive programs held at WinShape Retreat.
 - b. Unless you expressly and clearly opt(ed)-out of this during your onboarding/registering with us through our internal system, with the exception of participation of the programs named in 3(a) above, **you give the Released Parties the full rights, without charge, to use your name, picture, voice, image, and personal story partially or in full, in any media (collectively, the “Works”)** for marketing, advertising and other lawful purposes worldwide now and in the future. We consider the recordings and media that we create and develop to be our “Works” and, therefore, we are the exclusive owner of all rights, including copyrights and other intellectual property rights, in the Works. We are excited to possibly use the recordings, materials and Works as opportunities arise now and in the future, and you agree that we do not have to notify you each time we wish to do so, nor do we have to get your review or approval each time and you waive any moral rights that may exist. We hope the recordings, materials, and Works will be great, but we also have the right not to use them. You agree that we do not have any payment, other compensation, or acknowledgement obligations to you. You also hereby represent to us that by using the recordings and materials, we are not violating the rights of a third party (e.g., a talent agency or your friend who is a photographer) who would have a claim to owning any rights to or in the recordings or materials.
4. **Your Participation is Voluntary and You are Choosing to Participate.** You confirm that you have **no medical conditions or physical limits** which will impact your ability to participate in the Activity, and that your participation in the Activity is entirely voluntary. In other words, every action you take in the Activity is one that you alone choose to take. We are not forcing or coercing you in any way to take any action whatsoever as part of the Activity. Volunteers acknowledge they are not employees of us, will not be paid for their participation, and are not covered by or eligible for insurance, workers’ compensation, or other benefits.
5. **Use of Activity Space and Materials.** You agree to treat the Activity Space with respect and due care, and you represent to us that you will not inflict any damage to any portion thereof, other than reasonable wear and tear resulting from responsible use. You agree not to endanger or injure any other participant. You also agree that we or our assigns own all of the program materials that we provide to you, and you agree to not violate any of our intellectual property rights therein by reproducing such materials or by otherwise taking any action that would suggest your ownership of them.
6. **Confidentiality.** You agree to keep our and your fellow volunteers’/participants’ confidential information just that, confidential, and you will not share it with anyone without our written permission. When we say “confidential information,” we mean any information that we tell you is confidential or that a reasonable person would consider confidential. Examples include sensitive personal stories, sensitive marriage issues and financial information. Take care of our and their confidential information just like you would your own. **Don’t share it with anyone, including over social media, text, email or otherwise.** Of course, you are free to use information generally available to the public (unless, of course, you caused our confidential information to be publicly available) or that you had or independently

created without our confidential information (but be prepared to prove it). These confidentiality obligations continue past the date of the event you are volunteering for or participating in.

7. **LIMITATION ON LIABILITY.** EXCEPT TO THE EXTENT CAUSED BY OUR GROSS NEGLIGENCE, **WE ARE NOT LIABLE TO YOU UNDER THIS AGREEMENT** FOR (I) INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF WHETHER ANY SUCH LOSSES OR DAMAGES ARE CHARACTERIZED AS ARISING FROM BREACH OF CONTRACT OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES **OR** (II) ANY DAMAGES, CLAIMS, LIABILITIES, COSTS OR EXPENSES IN ANY WAY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY YOU FOR THE SERVICES PROVIDED IN THE ACTIVITY OR IN THE EVENT OF VOLUNTEERS, FIVE HUNDRED DOLLARS (\$500).
8. **You Are an Adult with Capacity to Sign.** YOU REPRESENT THAT YOU ARE AN ADULT (AT LEAST 18 OR THE AGE OF MAJORITY IN YOUR STATE OR COUNTRY OF RESIDENCE WITH LEGAL CAPACITY TO SIGN). YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND IT DOES NOT CONFLICT WITH ANY OTHER COMMITMENTS YOU HAVE MADE. YOU UNDERSTAND THE AGREEMENT INCLUDES A WAIVER AND RELEASE OF CLAIMS AGAINST US. IF SIGNING (OR IF APPLICABLE, CLICKING THE BOX AND ENTERING YOUR NAME) THIS CONSENT AGREEMENT ON BEHALF OF YOUR MINOR CHILD OR WARD, YOU REPRESENT THAT YOU HAVE FULL LEGAL CAPACITY TO EXECUTE THIS AGREEMENT ON BEHALF OF SUCH MINOR CHILD OR WARD AND WILL NOT SEEK TO DISAFFIRM THIS AGREEMENT.
9. **Miscellaneous.** You agree that We can share Your personal information as appropriate with the staff, agents, employees, volunteers for purposes of facilitating Your registration and participation in a WinShape Activity with or by Us. Georgia law governs this Agreement (regardless of anything that could apply to change that). If we have a dispute related to this Agreement, you agree to exclusive jurisdiction and venue in the federal and state courts located in Fulton County, Georgia, USA. You agree that a breach of any of these terms and conditions, including confidentiality obligations, would cause us irreparable harm and that we will be entitled to seek temporary or permanent injunctive relief to enforce our rights. If a part of this Agreement is held invalid or unenforceable, then that part will be enforced as much as possible or removed, and will not affect the validity or enforceability of the other parts. This Agreement can be changed only in writing signed by both of us. This Agreement reflects our complete understanding regarding the Activity and your participation or volunteering.

You acknowledge that if you are a resident of California, you have been advised or had the opportunity to be advised by legal counsel, and understand your waiver includes the provisions of California Civil Code Section 1542 ("Section 1542"), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, being aware of Section 1542, you hereby expressly and voluntarily waive any rights you, your personal representatives, executors, heirs, next of kin and any other on your behalf, may have thereunder, as well as under any other statutes or common law principles of similar effect.

Any translation of this Agreement is prepared for convenience of the parties and in the event of a dispute between the English version and any non-English versions, the English version of this Agreement shall govern.