



## OUTING RELEASE AND WAIVER, MEDICAL CONSENT AND LIKENESS USE AUTHORIZATION

**IN CONSIDERATION** of the agreement by JOURNEY21, INC. ("**Journey21**") to provide \_\_\_\_\_ [print name], age\_(if under 18) (the "**Participant**"), with the opportunity to participate voluntarily in the programs, outings, and clubs conducted by Journey21 (each an "**Outing**"), the Participant and his/her insurers, successors, assigns, agents, heirs, spouse and representatives, as applicable (collectively the "**Releasers**"):

**1. RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND WAIVE THE LIABILITY OF** Journey21, and its affiliates, shareholders, members, managers, directors, officers, agents, employees, volunteers, insurers, representatives and successors and assigns (collectively the "**Releasees**"), **FROM AND FOR ANY AND ALL CLAIMS, INJURIES, LOSSES AND/OR DAMAGES ARISING OUT OF OR RELATED TO AN OUTING, INCLUDING, WITHOUT LIMITATION, THE CONSENT FOR EMERGENCY TREATMENT AND THE DISSEMINATION, REPRODUCTION, DISTRIBUTION AND/OR DISPLAY OF HIS/HER LIKENESS IN PRINT OR ANY OTHER MEDIA** (collectively, the "**Released Matters**").

**2. ACKNOWLEDGE AND FULLY UNDERSTAND** that not all risks can be foreseen, there are some risks which are unpredictable and that certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury and/or property damage that may result from not only the Releasees' actions, inactions or negligence, but also the action, inaction or negligence of others, the conditions of the location or any of personal property used. The Releasers are aware of the risks of participation, which include, without limitation, the possibility of physical injury, fatigue, bruises, contusions, broken bones, concussion, paralysis, and even death. Journey21 has advised the Participant to seek the advice of his/her physician before participating in an Outing, and to have health and accident insurance in effect and that no such coverage is provided by Journey21. **THE RELEASERS (A) KNOW, UNDERSTAND AND APPRECIATE THE RISKS THAT ARE INHERENT IN AN OUTING, (B) ASSERT THAT SUCH PARTICIPATION IS VOLUNTARY AND (C) KNOWINGLY ASSUME ALL SUCH RISKS, INCLUDING THOSE RISKS NOT KNOWN OR REASONABLY FORESEEABLE AT THE TIME OF AN OUTING.**

**3. GRANT PERMISSION AND AUTHORIZE** Journey21 and its designated representatives to consent, on the Participant's behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician or dentist, and to transfer the Participant to any hospital or urgent care facility reasonably accessible. The Participant (or Parent/Guardian if under 18) agrees to be responsible for all necessary charges incurred by any hospitalization or urgent care treatment rendered pursuant to this authorization.

**4. GRANT PERMISSION AND AUTHORIZE** Journey21 and its designated representatives to create and/or obtain and use the Participant's photograph, voice, or quotes, name, biographical information, a video and/or audio recording or other likeness of Participant (collectively, "**Likeness**") for purposes related to the mission of Journey21, including publicity, marketing and promotion of Journey21 and its various programs without payment, royalties or other compensation. Participant understands his/her Likeness may be copied/reproduced and distributed by means of various media, including, without limitation, video presentations, radio

retransmission, news releases, mail-outs, emails, billboards, signs, brochures, placement on websites and/or other electronic delivery, publication, displays or promotion on any and all other media. Participant waives his/her right to inspect or approve the finished product or material in which Journey21 may eventually use such Likeness and relinquishes and gives Journey21 all rights, title and interests to such Likeness, including copyright therein. Participant further understands that, although Journey21 will endeavor to use his/her Likeness in accordance with standards of good judgment, Journey21 cannot warrant or guarantee that any further dissemination of such Likeness will be subject to Journey21 supervision or control.

**5. AGREE THAT THIS OUTING RELEASE AND WAIVER, MEDICAL CONSENT AND LIKENESS USE AUTHORIZATION (“Release”) EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES** and is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that whenever possible, each paragraph shall be interpreted in such manner as to be effective and valid under applicable law. If any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of this Release.

**6. FURTHER, IN CONSIDERATION OF PARTICIPATION IN AN OUTING, THE RELEASORS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS**, the Releasees from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death, costs and expenses (including reasonable attorney’s fees and reimbursement obligations) and liabilities which may result from the Participant’s participation in an Outing and the Released Matters, including, without limitation, claims based on the negligence of the Releasees, but expressly does not include claims based on their intentional misconduct or gross negligence.

**I HAVE READ AND FULLY UNDERSTAND THIS RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE BEING MADE TO ME; AND BY MY SIGNATURE, I INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEES FROM ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

PARTICIPANT: \_\_\_\_\_  
(print name)

DATE: \_\_\_\_\_

**EMERGENCY CONTACT:**

**X:** \_\_\_\_\_  
(Parent or Guardian must sign if Participant is under 18<sup>1</sup>)

\_\_\_\_\_  
(print name/relationship)

PHONE/TEXT #1: \_\_\_\_\_

PHONE/TEXT #2: \_\_\_\_\_

<sup>1</sup> If your son, daughter or ward will be under 18 while participating in an Outing, it is the policy of Journey21 to request your agreement to the above terms, on behalf of your minor son, daughter or ward.