



THIS IS A RELEASE OF LIABILITY AND ASSUMPTION OF RISK

READ AND UNDERSTAND BEFORE AGREEING

Disclosure

The Volunteer named below desires to participate in Programs or activities (the "Program") that involve risk held by or at AutismUp. The Program session takes place from 7/15/2024 – 7/19/2024, or as may be extended or modified by AutismUp. The Program may be located at Nazareth University, the Golisano Training Center or other locations. The "Volunteer", "you" or "your" refer to the actual Volunteer in the Program activities as well as the Volunteer's parent/guardian, as the context requires.

The Program staff are trained in facilitating the Program activities with the required safety precautions. The Program involves a variety of activities, which may include rigorous physical activities and the use of equipment, such as but not limited to accessible cycling gear. The level of participation is completely up to individual choice throughout the Program. However, there is risk that must be assumed by each Volunteer.

You acknowledge that you are voluntarily participating in the Program with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of injury or death, whether caused by the negligence of the Released Party or otherwise.

Release of Liability

For and in consideration of being allowed to participate in the Program, the undersigned agrees as follows:

1. To hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against AutismUp, and its respective officers, directors, trustees, employees, volunteers, agents, affiliates, successors, and assigns (collectively, the "Releasees" or "Released Party"), and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which the undersigned may have arising out of any loss, damage or injury that may be sustained by the undersigned, or to any property belonging to the undersigned, arising in connection with the Program, including but not limited to relating to the Coronavirus (COVID-19), whether caused

by the negligence, including the sole negligence, of the Releasees or otherwise, including without limitation the Releasees' cancellation, postponement or modification of the Program.

2. To defend, indemnify, and hold harmless AutismUp and all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, court costs, and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Releasees, arising out or resulting from any claim related to the undersigned's participation in the Program.

3. That this agreement is binding on the undersigned, the members of his / her family and spouse (if any), his / her estate, heirs, administrators, successors, assigns and personal representatives. This release inures to the benefit of the Released Party and their respective estates, heirs, administrators, successors, assigns and personal representatives. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Monroe County and the undersigned hereby consents to the exclusive jurisdiction of such courts.

Emergency Medical Treatment

The Volunteer grants the Releasees permission to authorize emergency medical treatment for the Volunteer, as they deem appropriate, during the Program. The Volunteer agrees that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Should a Volunteer require medical attention at any time during the Program, the Program staff shall promptly report the situation to the parent/guardian or emergency contact person indicated on the required Emergency and Medical Information form for instruction. If such person cannot be reached, or if it is an emergency situation, the parent/guardian or emergency contact person hereby gives permission for emergency care to be obtained at his/her expense.

You warrant that you maintain medical insurance that covers the Volunteer for accidents and illnesses while participating in the Program activities. Volunteer assumes full responsibility for payment of medical expenses not covered by this insurance incurred as a result of the Volunteer's involvement in the Program activities.