



## Opportunity Knocks, Inc.

### **BUS/TRANSPORTATION WAIVER AND RELEASE**

In consideration of Opportunity Knocks, Inc., its officers, directors, volunteers, and employees (hereinafter "Opportunity Knocks") allowing \_\_\_\_\_ ("Participant") to participate in Opportunity Knocks' programs, events, and outings and to utilize the transportation provided to or from same, it is hereby agreed on behalf of Participant, as well as the undersigned parent, guardian, or responsible party (hereinafter jointly and severally referred to as the "Parent"), that:

Parent and Participant acknowledge and understand that Opportunity Knocks is not in the business of providing busing/transportation and that any accident, injury, and/or damage arising out of or relating to any busing/transportation provided to Parent or Participant in relation to the programs, events, and outings of Opportunity Knocks shall be the sole and exclusive liability and responsibility of Participant, Parent, and any third party transportation providers, even though the arrangements therefore may have been made by Opportunity Knocks. Any legal recourse and/or remedy against Opportunity Knocks and its officers, directors, volunteers, and employees is hereby waived.

In consideration of being permitted to participate in busing/transportation to and from Opportunity Knocks' programs, outings, and events, PARTICIPANT AND PARENT AGREE TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE OPPORTUNITY KNOCKS for any injuries, death, or property damage caused by or directly or indirectly arising from such busing/transportation or resulting from any access to Opportunity Knocks' premises. This includes BUT IS NOT LIMITED TO INJURIES, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OPPORTUNITY KNOCKS' ALLEGED NEGLIGENCE.

Parent and Participant agree to hold harmless Opportunity Knocks, its officers, directors, volunteers, and employees harmless of and from any and all liability of whatsoever nature and from all injuries or sickness to Parent or Participant or damages which may be suffered by Participant or Parent during his or her transportation to or from Opportunity Knocks or any of its programs, events, and outings and from any act of omission of Opportunity Knocks, its officers, directors, volunteers, and employees. Further, Parent and Participant indemnify Opportunity Knocks, its officers, directors, volunteers, and employees from any claims that may arise or be related to any such transportation. This includes but is not limited to all claims for compensation, bodily injury, property damage, costs and expenses, whether or not arising out of any alleged negligence of Opportunity Knocks or its officers, directors, volunteers, and employees.

Parent and Participant agree to and shall for themselves and their respective heirs, assigns, and representatives INDEMNIFY OPPORTUNITY KNOCKS, ITS OFFICERS, DIRECTORS, VOLUNTEERS, AND EMPLOYEES FROM ANY AND ALL LOSSES, CLAIMS, ACTIONS, CAUSES OF ACTION, OR PROCEEDINGS OF ANY KIND WHICH MAY BE INITIATED BY PARENT, PARTICIPANT, OR ANY OTHER PERSON OR ORGANIZATION FOR ITSELF OR ON PARENT OR PARTICIPANT'S BEHALF, INCLUDING NOT TO LIMITED TO DEMANDS FOR DAMAGES, JUDGMENTS, COSTS, LOSS OF SERVICES OR EXPENSES AND ATTORNEY'S FEES ARISING FROM ANY OF THE ABOVE REFERENCED BUSING/TRANSPORTATION ACTIVITIES.

Parent and Participant authorize emergency medical treatment to Participant or Parent in the event of any accident. Parent and Participant acknowledge and understand that every reasonable effort to notify Parent and Participant shall be taken upon learning of an accident and/or prior to rendering emergency treatment, if feasible in the sole opinion of Opportunity Knocks, its officers, directors, volunteers, and employees. In addition, Parent and Participant

authorize Opportunity Knocks to release medical information to the extent that Opportunity Knocks determines, in its sole discretion, that same may be helpful for Participant's or Parent's treatment.

PARENT AND PARTICIPANT ARE AWARE OF, ACKNOWLEDGE, AND AGREE THAT THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT IS LEGALLY BINDING UPON PARENT AND PARTICIPANT AND THAT PARENT AND PARTICIPANT ARE RELEASING THE LEGAL RIGHTS EXPRESSED HEREINABOVE FOR PARENT, PARTICIPANT, AND THEIR RESPECTIVE HEIRS BY EXECUTING AND DELIVERING SAME.

PARENT AND PARTICIPANT FURTHER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS MAY BE PERMITTED BY LAW AND THAT IF ANY PORTION THEREOF IS HELD TO BE INVALID, THEN THE BALANCE OF SAME SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Individual Participant

By: \_\_\_\_\_  
Signature Date Age

On behalf of myself and on behalf of the individual Participant herein (required if Participant is a minor or disabled adult), I agree for both myself and Participant to be bound by all of the terms and conditions of the foregoing agreement.

\_\_\_\_\_  
Signature of Parent, Guardian, or Date Age  
Responsible Party (if Participant is  
under 18 years of age or is a disabled  
adult)

\_\_\_\_\_  
Responsible Party Address City Zip Code

\_\_\_\_\_  
Responsible Party Telephone No.