

RELEASE, AGREEMENT NOT TO SUE, INDEMNITY AND AGREEMENT

Westchester Coalition for the Hungry and Homeless, Inc. (“Coalition”), in association with HEARTH for All, is organizing a program and event currently entitled “Sleep for Solutions,” a portion of which is currently scheduled to include a kickoff rally and sleepout to take place overnight on an outdoor field at the Rye Brook Athletic Fields on or about May 21, 2011 (the “Event”). In consideration of being permitted to participate in the Event (and/or for my children to so participate) for any purpose, the undersigned, for himself or herself and such participating children and any personal representatives, heirs and next of kin agree to the following:

1. **AGREEMENT NOT TO SUE** To the maximum extent permitted by law, I agree that I will never sue any of the Released Parties (defined below) and/or anyone in connection with my and/or my children’s participation in connection with the Event or for any cause of action based on any of the Released Claims (defined below). I understand that my and/or my children’s participation in connection with the Event is voluntary and such participation could result in personal injury, death and/or economic loss, and that the risk of any such injury, death and/or economic loss may or may not be foreseeable, and I knowingly and voluntarily assume the risk of any such injury, death and/or economic loss.

2. **RELEASE OF LIABILITY** To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns as well as on behalf of my children and their respective heirs, executors, agents, successors or assigns, hereby release, hold harmless, covenant not to sue and forever discharge Coalition, The Village of Rye Brook, HEARTH For All, Marilyn Ullman, Danny Ullman, Nikta Daijavad, Renee Mango and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, organizers, directors, agents, attorneys, sponsors, representatives and employees (individually and collectively, the “Released Parties”), from and against any and all claims, actions, damages, losses, liabilities, costs, expenses (including, without limitation, attorneys' fees), injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, the Event, my and/or my children’s participation in connection with the Event, my and/or my children’s involvement in connection with the Event, my and/or my children's presence at or travel to any location in connection with the Event, and/or my or my children's appearance in the Materials (defined below), and/or the Materials, regardless of whether caused by the negligence or willful misconduct of the Released Parties or otherwise (collectively, the “Released Claims”). I, on behalf of myself and my children, acknowledge that there is a possibility that subsequent to the execution of this Agreement, I may discover facts or suffer claims which were unknown at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement. I, on behalf of myself and my children, agree that by reason of this Agreement, and the releases contained in the preceding paragraphs, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

3. **INDEMNITY AND HOLD HARMLESS** I will defend, indemnify and hold the Released Parties harmless from and against any and all claims, actions, damages, losses, liabilities, costs, expenses (including, without limitation, attorneys' fees), or causes of action that in any way are caused by, arise out of or result from my, and/or my children's participation in connection with the Event and/or involvement in connection with the Event and/or any breach or alleged breach of this Agreement by me and/or my children. TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PARTIES WAIVE THE RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SUCH DAMAGES.

4. **Filming Rights** I acknowledge and agree that HEARTH For All or others (“Organizer”) may film the Event, and to that end I (on behalf of myself and my children) hereby grant to Organizer the right to take motion and still pictures of me and/or my children and record my and/or my children’s name, image, voice and likeness (collectively, the “Materials”), and I agree that Organizer, its successors, licensees and assigns have the right to use the Materials in and in connection with the Event and/or any other productions, and in advertisements, merchandising, publicity, and promotions for the Event and/or any such other productions throughout the universe at any time, in perpetuity, in any and all media, now known and hereafter devised, without any compensation to me and/or my children whatsoever.

5. **Rules and Regulations** I agree to follow all rules, regulations and instructions given by Event representatives, volunteers, police, organizers or agents (whether provided in writing, verbally or otherwise), including, without limitation, the Event Code of Conduct (which is incorporated herein by reference) and the rules and regulations posted on <http://www.hearthforall.org/> (which may be updated by Organizer from time to time without notice to me).

6. **Miscellaneous** If any provisions of this Agreement are held to be void or unenforceable, all other provisions of this Agreement shall continue in full force and effect. This Agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of New York without regard to its conflicts of law principles.

I ACKNOWLEDGE THAT I HAVE READ ALL SIX PARAGRAPHS OF THIS AGREEMENT, I UNDERSTAND EACH PARAGRAPH COMPLETELY, AND AM UNDER NO DURESS OF ANY KIND. I FREELY AND VOLUNTARILY AGREE TO ALL OF THE TERMS CONTAINED HEREIN. I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT.

Signature of Child: _____

Signature of Adult Participant: _____

Check Box if an Adult Chaperone.

Print Name: _____

Date: _____

Address: _____ Phone: _____

FOR PARENTS AND GUARDIANS:

7. I agree to all of the above terms and I further represent and warrant that I am the parent or guardian of the minor whose name appears above. I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as defined in Paragraph 2 above from any claims and causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

I ACKNOWLEDGE THAT I HAVE READ ALL SEVEN PARAGRAPHS OF THIS AGREEMENT, I UNDERSTAND EACH PARAGRAPH COMPLETELY, AND AM UNDER NO DURESS OF ANY KIND. I FREELY AND VOLUNTARILY AGREE TO ALL OF THE TERMS CONTAINED HEREIN. I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT.

Signature of Parent or Guardian: _____ Date: _____

Print Name: _____

Address: _____ Phone: _____

EVENT CODE OF CONDUCT

- I agree to follow all instructions and directions (whether provided in writing or otherwise) given by Event representatives, volunteers, police coordinators, organizers or agents.
- I agree that food, drinks (other than water), alcohol, smoking and/or illegal substances are not permitted at or around the Event premises and agree to not be or act intoxicated while at or around the Event.
- With the exception of cellular phones for emergency calls, I agree that no other electronic devices are permitted at the Event, including music players or speakers.
- I agree to not engage in any activities that are illegal or that otherwise could endanger the health, safety or welfare of any participant or person at the Event.
- I warrant that I am a resident of Rye Brook or teacher or staff member of the Blind Brook School District. I understand there is a suggested donation of Twenty Five Dollars (\$25.00) per person. In the event the Event does not take place or is cancelled (in whole or in part), for any reason, I agree that I will not be refunded or returned any donation or contribution that I have made.
- Any individual 14 years of age or older may attend the Event unattended without a parent or guardian. Any participants younger than 14 years of age must be accompanied by a parent or guardian (or adult chaperone with that child's parent's or guardian's written permission to attend the Event).
- Event participants 18 years of age or older may act as chaperones for up to one child who is not their own child at the Event, so long as that chaperone takes responsibility for the supervision of that child.
- I agree to not litter at or around the Event area, or the school grounds or streets near the Event area. I agree to leave the Event area in as good order and condition as they were prior to the Event.
- I understand and agree that Event organizers and representatives have the right to refuse admission to any person, or cause any person to be removed from the Event, in their sole discretion.
- I agree to minimize noise, disruption, or interference with neighbors, participants at the Event and/or activities occurring at the school near the Event area.
- If I am attending the Event with my own child or children and I am the parent or legal guardian of that child or children, I agree to be responsible for my child(ren)'s conduct at the Event and ensure that my child(ren) abide by the Event Code of Conduct.

PARENTAL CONSENT/CHAPERONE FORM

(to be completed by parents/guardians)

I understand that Westchester Coalition for the Hungry and Homeless, Inc., in association with HEARTH for All is conducting a program and event entitled "Sleep for Solutions," a portion of which is currently scheduled to include a kickoff rally and sleepout to take place overnight on an outdoor field at the Rye Brook Athletic Fields on or about May 21, 2011 (the "Event"). I understand and agree my child or children (the "Child(ren)") may attend the Event and in connection with the Event, I further agree:

(Please check one box below that applies):

- I give permission for my Child(ren) to attend the Event alone and unaccompanied.
- I agree that the Adult Chaperone listed below may chaperone my Child(ren) in connection with the Event.
- I agree to attend the Event with my Child(ren) and I assume the responsibilities listed in the Event Code of Conduct as they relate to and/or affect my Child(ren).

As a parent or legal guardian of the Child(ren), I further represent and warrant that I am the parent or legal guardian of the Child(ren) whose name(s) appear below, and that to the best of my knowledge, my Child(ren) has no medical conditions, disabilities or restrictions that may restrict or impair his/her participation in connection with the Event. I agree to be available by telephone at the number below during the entire duration of the Event, in case of emergencies. I further agree to arrange for the transportation of my Child(ren) to and from the Event, or if I do not make arrangements for transportation or if I am otherwise unavailable, I hereby give my permission for my Child(ren) to arrange for and/or provide his/her own transportation.

Name(s) of Child(ren): _____

Signature of Parent or Guardian: _____ Date: _____

Print Name: _____

Emergency Phone Number: _____

Name of Adult Chaperone: _____

Relationship to Child(ren): _____

Emergency Contact Number: _____

FOR ADULT CHAPERONES TAKING RESPONSIBILITY FOR CHILDREN:

As an Adult Chaperone, I understand I am taking responsibility for another parent or legal guardian's child (or children) in connection with the Event, and in connection with this responsibility, I agree to supervise the Child(ren) listed above at all times during the Event, and I agree to be responsible for the health, safety and welfare of the Child(ren) throughout the entire duration of the Event. I also hereby warrant that I have been given written permission by the Child(ren)'s respective parents or legal guardians to chaperone the Child(ren) and I agree to assume the responsibilities in the Event Code of Conduct as they relate to and/or affect the Child(ren).

Signature of Adult Chaperone: _____ Date: _____

Print Name: _____

Address: _____

Phone: _____