

ADIPSY
a Virginia Non-Profit Corporation

Release and Waiver of Liability

THIS RELEASE AND WAIVER OF LIABILITY ("Release") is given on the date signed below by the undersigned ("Applicant") in favor of Adipsy, a Virginia non-profit corporation, ("Adipsy").

WHEREAS, Adipsy serves the entire Hampton Roads area of Virginia;

WHEREAS, the Applicant desires to obtain the assistance of Adipsy for the following services: _____

(hereinafter referred to as the "Service(s)");

WHEREAS, as an inducement to Adipsy to arrange for the Service(s), Applicant has agreed to execute this Release and hereinafter sets forth:

NOW THEREFORE, for and in consideration of having Services provided by Adipsy, Applicant, on behalf of itself and its successors, subsidiaries, principals, agents, representatives, assigns, guests, clients, and invitees ("Releasing Party") does hereby release, discharge, and forever relinquish Adipsy and its subsidiaries, principals, agents, representatives, partners, and officers past or present, employees, agents, members, and directors, all persons for whom they could be vicariously liable, and their successors and assigns ("Released Parties"), and agrees to assume responsibility for, and to indemnify, defend and hold harmless the Released Parties from and against any and all liability, loss, costs, and expenses, including, but not limited to attorney's

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fees, claims, suits and judgments of every kind and natures, including third party claims for indemnity, contribution, and other causes of action, whether in connection with any injury to, or death of, any person or persons or loss of or damage to any party resulting from or in any way whatsoever connected with the Releasing Party's or anyone else's services or carrying out any activities in connection with the Service(s), whether or not such injury, death, loss or damage results from the partial or sole negligence of the Released Party.

Adipsy does not warrant any Service(s) or product item(s) transferred to the Applicant. Adipsy hereby disclaims any express or implied warranty of merchantability, or warranty of fitness for particular purpose in connection with the transfer of any Service(s) or product item to the Applicant.

Applicant hereby consents to the use of his or her name and story in any Adipsy publication in furthering Adipsy's programs and works of charity for those in need of any services in the Hampton Roads area of Virginia.

PRIVACY POLICY

Adipsy may collect information from Applicant, such as Applicant's name, postal address, email address, and telephone number. Generally, the information Adipsy collects is used only for Adipsy's own internal purposes, for example, to improve the Services provided to Applicant, and to contact Applicant to provide Applicant with information Adipsy believes may be useful to Applicant.

At no time will Adipsy sell or broker any of the information that Adipsy receives from Applicant. As a general rule, Adipsy will not disclose any personal information to any third parties, except in the following circumstances: (i) when Adipsy believes in good faith that it is required under applicable law, or (ii) to respond to an emergency and as set forth below.

Information may be given to third-party contractors or other persons or entities that Adipsy engages in the course of outsourcing certain functions. Information will be shared with such third-party contractors, persons or entities only to the extent reasonably necessary for them to perform services on Adipsy's behalf and not for any other purpose, and pursuant to reasonable confidentiality obligations. Adipsy may disclose information if legally required to do so, if requested to do so by a governmental entity or regulatory authority, or if Adipsy believes in good faith that such action is necessary to comply with legal requirements or process, prevent a crime or protect national security. If you engage, or Adipsy reasonably suspects that you are engaging, in any illegal activity, Adipsy may disclose your personal information without a subpoena, warrant or other court order to the extent Adipsy determines in its sole discretion is necessary to cooperate with appropriate authorities.

COMPETENCY TO SIGN

I have had the opportunity to read this Release and fully understand its terms. I understand that by signing this Release I am giving up substantial rights. I acknowledge and agree that I have signed this Release freely and without inducement or assurance of any nature and intend it to be a complete unconditional release of liability to the greatest extent allowed by Virginia law, and agree that if any portion of this Release is held to be invalid, the balance notwithstanding, shall continue in full force and effect.

Signature of Applicant (IF OVER AGE 18)

Date Signed

Print Name

Date of Birth