

Statement of Responsibility and Assumption of Risk for *Odyssey Works Family Reunion 2023* Health and Safety

<u>Health and Safety</u>: Odyssey Works Programs (hereafter referred to as "Odyssey Works") reserves the right to take whatever action it may consider warranted by circumstances relating to the health and safety of the participants, and the Undersigned hereby releases Odyssey Works from any liability for such actions or decisions or actions.

<u>Medical Services</u>: The Undersigned hereby authorizes Odyssey Works and its agents and employees, at their discretion without obtaining any further consent, to arrange such medical services and treatment as may be deemed necessary for the participants at the sole risk and expense of the participants or their parents. Participants must have some type of insurance. Odyssey Works has no responsibility for any injury or damage that may arise out of or in connection with such authorized medical treatment.

<u>Swimming and Watersports</u>: The undersigned agrees not to swim or engage in watersports if they are not proficient at swimming or watersports. The undersigned also agrees to swim only in dedicated areas as indicated by the Odyssey Works Organizers, never to swim alone or at night, and never to engage in risky behaviors in the water. The Undersigned acknowledges that there will be no lifeguards present for the event, and that entering the water is entirely at the Undersigned's own risk.

<u>Insurance</u>: The Undersigned are aware of all applicable personal medical needs, and have arranged for adequate medical and hospitalization insurance to meet any and all needs for payment of medical and hospitalization costs while undertaking this Program. The Undersigned agree that Odyssey Works cannot be and is not responsible for attending to any of the participant's medical, medication or hospitalization needs and that the Undersigned assume all costs, risk and responsibility therefore.

<u>Participant Welfare</u>: Odyssey Works cannot guarantee the safety or welfare of participants. Odyssey Works will make reasonable efforts to inform participants of safety and welfare conditions related to the weekend retreat. Odyssey Works has no responsibility regarding any independent travel, non-sponsored activities, or absences from Odyssey Works sponsored activities, which is strictly at the individual's own risk.

<u>COVID-19 Policy</u>: Participants acknowledge that COVID-19 remains a serious health risk, and that participation in our programs, and the travel thereto carries with it the risk of COVID exposure. Participants agree to self-test if they are experiencing any known COVID symptoms and not to attend the program should they test positive. For the safety of the group, participants who are confirmed to be carrying an infectious disease, such as COVID-19, will not be allowed to participate, or, if they are already participating, will no longer be permitted to participate. No refunds will be offered. Participants who, according to the judgement of the organizers, appear to demonstrate symptoms of COVID-19 will be asked to take a COVID test (provided by Odyssey Works). Failure to do so will result in removal from the program. If a participant tests positive during the program, participant will self-isolate at their own expense.



<u>Termination Policy:</u> If any participant should have his or her or their participation terminated, then Odyssey Works shall have the right to require the participant to quit the program and reimburse Odyssey Works for any fees incurred.

Behavior

<u>Behavioral Responsibilities</u>: Odyssey Works reserves the right to enforce the standards of conduct and specifically reserves the right to terminate participation in the program for any action or conduct which Odyssey Works considers to be incompatible with the interests, harmony, comfort, and welfare of other participants. If you are asked to leave for any of these reasons, you will not receive a refund.

<u>Property Damage</u>: Should a participant damage property belonging to Odyssey Works or any other institution, hotel, hostel, rented space, or belonging to any individual associated with any of the foregoing, the participant agrees to indemnify the injured party, regardless of whether the loss or damage arises out of the joint or concurrent negligence of any other party, and agrees to accept such penalty as Odyssey Works may reasonably impose. The participant also agrees to discharge all other indebtedness or obligations to Odyssey Works before the conclusion of the program and understands that failure to do so may result in the withholding of credit and the payment of administrative fees for the subsequent discharge of these obligations.

<u>Substance Policy</u>: The use, distribution, transportation, possession or sale of a controlled drug or substance, or unauthorized prescription while a participant on this program represents a serious breach of conduct and will result in expulsion from the program. Participant is responsible for researching local laws and regulations in regards to these substances.

Legal

<u>Release of Liability</u>: The undersigned discharges Odyssey Works, its agents, employees, and officers, any tour organizer or arranger, any host college or hostel, and all employees and agents of the foregoing, from liability for any and all claims for sickness, personal injury, death, property damage, or other loss, of whatever nature and howsoever caused, that may arise out of or be in any way related to the program or the undersigned's participation therein including, but not limited to, claims resulting from delay; the criminal acts of others; the use of any vehicle; strike; war; threat or act of terrorism; weather; sickness; quarantine; accidents while in water or engaging in water sports; drowning; any government restriction or regulation; or any act or omission by steamship line, airline, railroad, coach line, taxi service, hotel, restaurant, college; or any other person, except for the negligent acts of Odyssey Works and intentional acts. Participants are urged to have personal insurance for all such contingencies.

<u>Indemnity</u>: The participant agrees to assume the liability and all claims or damages for any sickness, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by the participant in connection with the program, including those claims or damages that may arise out of the

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sole, joint or concurrent negligence of Odyssey Works.

The undersigned acknowledges that they/he/she is above the age of 18, that they/he/she has read the above statement and agrees to the conditions set forth above. This release and hold harmless agreement binds the members of my family and spouse, and any of the undersigned's estate, family, heirs, administrators, personal representatives, and assigns.

I HAVE READ THIS DOCUMENT BEFORE SIGNING IT AND I SIGN THIS DOCUMENT OF MY OWN FREE ACT AND DEED, INTENDING TO BE BOUND BY THE PROMISES I HAVE MADE HEREIN.

Print Name/Signature

Date

Name of Emergency Contact/Relationship Phone Number of Contact



Health Statement

Health and Safety

- Do you have any physical impairments or medical conditions that you feel someone traveling with you should know about, in the event of an emergency? (check one)
 □Yes
 □No
- Are there any concerns relating to your health that you would like us to know about? (check one)
 □Yes<□No

Please explain below any "yes" answers to the questions above, and be specific where necessary. (For example: I am allergic to peanuts, if I touch them I can't breathe but I carry injectable medicine for emergencies; I am allergic to sorghum and it makes me itchy but does not threaten my life.)

Please note: if you are taking any medications, please be sure to pack an amount sufficient for the duration of the program.

Before the student may participate in this program this form must be completed and submitted.

Individual Release and Waiver of Rights

for Odyssey Works Family Reunion 2023

I acknowledge that during my time at the Odyssey Works Family Reunion 2023 the events will be documented. This documentation will be part of the Odyssey Works archive and any film produced from it will be available for my viewing upon request. This waiver grants the Organizers the rights listed below. If I wish to carve out exceptions to the rights (ie: I do not wish my name to be used), I will note those exceptions at the end of this document and communicate them verbally and via email with the organizers.

I hereby irrevocably grant Odyssey Works Programs, and the person or persons known only by the name of Abraham Burickson, Ayden LeRoux, and all of the aforementioned persons or entities' officers, agents, servants, or employees and those acting with its authority (collectively referred to as the "Directors") the following:

1. All **rights** to use my first name, voice, likeness, and / or **image**;

2. All **rights** to photograph me for promotional purposes (the "Materials");

3. All **rights** to audiotape, videotape, or otherwise record me in an interview or participating in a session during *Odyssey Works Family Reunion 2023* (the "Materials");

4. The unrestricted, absolute, perpetual, worldwide right (but not the obligation) to use, copy, modify, edit, create derivative works, display, transmit, perform, distribute, publish, exhibit and otherwise use the Materials in any and all media or form of communication, whether now existing or hereafter developed, including on the DIRECTORS' Web sites or those Web sites owned by the DIRECTORS' affiliates or anyone acting with DIRECTORS' authority (the "Web Sites"), all for the purpose of publicizing DIRECTORS programs (the "Purpose").

I waive any right to royalties or other compensation arising from or related to the use of the Materials.

I acknowledge DIRECTORS' right to crop, splice, treat and edit the Materials at its sole discretion. I waive my right to inspect or approve the finished product, now and in the future, whether that use is known or unknown to me. DIRECTORS reserve the right to discontinue the use of the Materials without notice to me.

I represent and warrant that I have full power and authority to execute this Individual Release and **Waiver** of **Rights** (the "Release"). I hereby waive all **rights** and release DIRECTORS from any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or





personality or any similar matter, or based upon or relating to the use and exploitation of the Materials as contemplated herein, including but not limited to any reuse, distortion, blurring, alteration, optical illusion, or use in composite form, either intentionally or otherwise, that may occur or be produced in production of the finished product.

Exceptions to these permissions:

I understand that the Activity may be referred to also as a name to be decided later.

I have read this Release before signing below, and I fully understand the contents, meaning, and impact of this Release.

Signature: _____ Date: _____