

***Agreement Regarding Assumption of Risk, Indemnification,  
and Release for Training Staff, MOS, Leaders and Brother Dancers***

New Warrior Training Adventure      Dates:      Location:  
(Hereafter, the “Training”)

In exchange for the services provided to me by The ManKind Project International and The ManKind Project USA, both Illinois corporations, their agents, employees, officers, volunteers, and contractors, and any person or organization associated with them and their activities (collectively “MKP”), I, for myself and anyone who may act on my behalf, (hereinafter referred to collectively as “I and my Heirs” or “my Heirs”) agree to and acknowledge the following:

1. **Risks.** I am staffing, acting as a Man of Service, facilitating, leading, attending as a Brother Dancer or acting as Participant (types of involvement hereafter referred to collectively as 'Participating') in a program of personal growth and training for men (*the “Training”*) sponsored and operated by MKP, the name, date, and location of which are given above. The Training will involve a variety of activities, including, but not limited to, strenuous, vigorous and challenging physical, mental, emotional and intellectual activities conducted indoors and outdoors during day and night (*the “Activities”*). The same elements which contribute to the unique character of the Training and the associated Activities can cause loss or damage to personal property, accidental injury, illness, or, in extreme cases, permanent trauma, disability, or death.

MKP as a matter of integrity and accountability wants me to know in advance of the inherent or potential risks of the Training and the associated Activities. I understand that MKP will take reasonable steps to seek to provide a safe environment. However, I also understand that certain risks are inherent in the Training and cannot be eliminated without destroying the unique character of the Training and the Activities.

***The risks discussed above include, but are not limited to:***

- risks associated with outdoor physical activities (such as walking or running on uneven ground) including slips and falls, bruises, sprains, lacerations, fractures, and concussions;
- contact with plants, animals, snakes or insects that could cause stings, bites, allergies, or disease;
- exposure to fire or heat from natural or manmade causes that could cause burns, dehydration, and fainting;
- exposure to cold, wet weather, and to other unpredictable forces of nature;
- exposure to the conduct of Training participants;
- damage to property owned by me or by others;
- the failure or malfunction of equipment;
- inherent risks associated with being in a remote location, distant from medical facilities, where evacuation, transport and medical care could be delayed;
- risks associated with traveling by land or air to and from the Training site or to and from a site of emergency medical care.

I understand that this list is not complete and that other unknown or unanticipated risks may result in property loss, serious injury, illness, or death.

2. **Medical Information.** I previously have completed an NWT A and have a thorough understanding of the types of activities and risks that will be involved in the Training and associated Activities. I attest that I do not have any medical, physical, mental, or emotional condition which prevents me from safely participating in the Training and Activities. I also understand that I am solely responsible for my health and welfare with respect to

any medical, physical, mental, or emotional condition, whether disclosed or undisclosed, and will take all reasonable precautions that may be necessary for my safe participation. If I have or suspect that I may have any condition that may pose any danger to others, I will immediately and fully disclose this condition to the Training leaders.

- 3. Assumption of risk.** I understand and agree that MKP is not and cannot be a guarantor or insurer of my safety or well-being. I agree to act with reasonable care for my well-being and the well-being of all other people and property around me during the Training and the Activities. I also understand that swimming pools or other bodies of water that could be used for swimming may be present at the locations where the Training is held and that swimming is not a part of the Training experience. I understand that MKP has not inspected and makes no warranty regarding the condition of those pools or other bodies of water and provides no lifeguards. I agree that if I swim or otherwise enter those bodies of water, I do so at my own risk.

**I accept and assume full responsibility for all of the risks and hazards** associated with Participating on the Training, whether known or unknown, including, but not limited to, 1) injury, death, or loss of personal property and related expenses which I may suffer as a direct or indirect result of those inherent risks and dangers described in this Agreement as well as those not specifically described; and 2) any injury that I may cause to any other person or any damage that I may cause to the property of others, as a result of my negligence or wrongful conduct. I elect to Participate on the Training with full knowledge of all known or potential risks.

- 4. Voluntary Participation.** I confirm that my participation in any and all Activities is purely voluntary, and that I may decline to participate in any of the Activities at any time.
- 5. Release.** In consideration of being able to Participate on the Training, I, for myself and my Heirs, release and discharge MKP from all claims or causes of action, present or future, arising from physical, emotional, or psychological injury, death and/or property damage suffered by me or any other person, resulting directly or indirectly from my Participating on the Training and the associated Activities, including, without limitation, injury or damage caused in whole or in part by errors in judgment and/or any other negligence of MKP.

I understand and accept that by signing this Agreement, I surrender all rights to make a claim or file a lawsuit against MKP for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, unless the claim arises from the intentional wrongful act, recklessness, or gross negligence of MKP.

- 6. Nature of Release.** This release, waiver, and indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. If any portion of the Agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect.
- 7. Promise of Confidentiality.** While participating in the Training and the Activities, I will learn details of and experience how the Training and the Activities are conducted, in both oral and written form, which are proprietary and owned exclusively by MKP (the "Proprietary Information"). In addition, I may learn during the course of the Training information about other participants which is confidential (the "Confidential Information"). As an express condition of my participation in the Training, I agree that I will not reproduce, duplicate, or copy, in any form or manner, any Proprietary Information without the express written permission of MKP. I further agree that I will not disclose in any form or manner, written or oral, any Confidential Information which I learn as a result of my participation in the Training and Activities I may, however, share my personal experience of the Training as long as I do not disclose any Confidential Information.
- 8. MKP Promise of Confidentiality.** MKP agrees to maintain the confidentiality of Confidential Information as stated above, excepting only that, if child or other abuse is disclosed, those staff or participants who are required by state law to report such abuse are expected to act as required by law.

9. **Photo Release.** I understand that a group photo may be taken near the end of this training that will include my image and I hereby consent to MKP's use of any such photos for training, educational, and marketing purposes without any further consent from me.

10. **Mediation, Arbitration, Waiver of Right to Sue.** I expressly agree that any claim or cause of action of any kind against MKP as a direct or indirect result of my Participating on the Activities or Training, must first be submitted to mediation by a neutral third party, preferably a mediator who practices regularly under the auspices of the courts of the state where the MKP Center/Area facilitating the Training is located. If after four (4) sessions, mediation is unsuccessful, the matter must then be submitted for a final and binding arbitration of my claims. Any such arbitration will be held in the state where the MKP Center/Area facilitating the Training is located, and Illinois substantive law will apply in all such proceedings without regard to choice of law principles. I agree that any resulting arbitration award is final and binding upon both MKP and upon me and my Heirs, and by executing this Agreement I am expressly waiving any and all rights to litigate any such claim in any state or federal court. Any cause of action to enforce any arbitration award or any cause of action brought against MKP notwithstanding the waivers contained in this Agreement, must be brought in a court of competent jurisdiction in the state where the MKP Center/Area facilitating the Training is located, and Illinois substantive law will apply. Any arbitrator chosen pursuant to this paragraph will be chosen from a list or lists supplied by the American Arbitration Association ("AAA"), with AAA rules to apply, and/or the Federal Mediation and Conciliation Service, or from any other mutually agreeable source.

11. **Ethics Policy.** I have read and agree to abide by the MKP Policy on Ethical Relationships.

12. **Agreement Controlling.** This release contains the entire agreement between MKP and me, and supersedes any and all other agreements or representations, written or oral.

**I understand fully that by signing this Agreement, I waive my legal rights both to assert certain claims against MKP and to sue or otherwise assert any claims in a court of law. I agree that any dispute between MKP and me, or anyone representing me, or otherwise arising out of my Participating on the Activities and the Training, must be submitted to final and binding arbitration. I fully understand the consequences of this waiver and acknowledge that I have had ample opportunity to ask questions regarding this Agreement. I have read the Agreement in its entirety, I understand the content and implications of the document, I sign this Agreement freely and voluntarily, and I agree to be legally bound by all of the terms and conditions of this Agreement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE PRINT:**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_ Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**ACCEPTED:**

The ManKind Project USA

By: \_\_\_\_\_, Area Steward/Administrator Date: \_\_\_\_\_