

CHAARG ACCIDENT WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN **ANY/ALL ACTIVITIES ASSOCIATED WITH CHAARG, LLC AND/OR CHAARG CHAPTERS AS THEY ARE ORGANIZED THROUGH UNIVERSITIES OR COLLEGES (“CHAARG Activities”)**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in CHAARG Activities.

I acknowledge that this Accident Waiver and Release of Liability will be in effect at any and all CHAARG Activities in which I may participate, and that it will govern my actions and responsibilities at any and all CHAARG Activities.

In consideration of my membership and permitting me to participate in CHAARG Activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from CHAARG Activities, **THE FOLLOWING ENTITIES OR PERSONS: (1) CHAARG, LLC, including its members, employees, volunteers, contractors, representatives and agents; (2) any/all CHAARG Chapters as they are organized through universities or colleges, including their members, executive persons, ambassador(s); (3) Colleges and/or Universities at which CHAARG Chapters are organized, including their trustees, administrators, directors, officers, agents, employees and volunteers; and (4) the persons and/or entities hosting, conducting, sponsoring or leading CHAARG Activities.** I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of my participation in CHAARG Activities, whether caused by the negligence of the released or otherwise.

I acknowledge that **(1) CHAARG, LLC, including its members, employees, volunteers, contractors, representatives and agents; (2) CHAARG Chapters as they are organized through universities or colleges, including their members, executive persons,**

ambassador(s); and (3) Colleges and/or Universities at which CHAARG Chapters are organized, including their trustees, administrators, directors, officers, agents, employees and volunteers are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity hosting, conducting, sponsoring or leading CHAARG Activities.

I acknowledge that CHAARG Activities may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, hosts, instructors, volunteers, spectators, coaches, leaders, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during CHAARG Activities.

I understand that at CHAARG Activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

BY PURCHASING A CHAARG MEMBERSHIP I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I AGREE TO THE TERMS WITH MY OWN FREE WILL.