

Osaki Educational Exchange Program of the International Committee Release

It is the intention of this document to function as a legal release for liability against the International Committee (defined in Definition Section), their employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives. Activity/Program is used interchangeably to and refers to all travel, events, programs, activities, or any other engagement that the International Committee provides.

Accordingly, please carefully read each section below as you will be waiving certain legal rights and remedies.

DEFINITIONS:

The International Committee shall refer to the Dublin-Laurens County International Committee, the City of Dublin, Georgia, Laurens County, Georgia, financial donors to the Osaki Educational Exchange Program, and YKK Corporation of America and all of its subsidiaries, and to their employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives.

Any reference to "Participant" shall refer to the individual minor child named below that desires to engage and/or participate in the Osaki Educational Exchange Program of the International committee.

Any reference to "I" or "me" shall refer to the parent or legal guardian of said minor child, or said Participant if over the age of eighteen (18), that desires to engage and/or participate in the Osaki Educational Exchange Program of the International committee.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK:

In consideration of being permitted by the International Committee to participate in the Program/the intangible value that Participant will gain by participating in the Program, the intangible value the Participant will gain from using and participating in the Activity, and in recognition of the International Committee's reliance hereon, I agree to all terms and conditions set out in this instrument (hereinafter "Release").

1) I am aware and understand that the activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. Notwithstanding the risk, I acknowledge that Participant is voluntarily participating in the Program with knowledge of the danger involved. I hereby agree that I shall not hold the International Committee or its employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives thereof liable, responsible, or accountable for any injury, whether caused by ordinary negligence or gross negligence, Participant may suffer during or related to any Activity offered by the International Committee. I agree and acknowledge that this waiver includes any injury inflicted by or caused by any third party. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Georgia law does not permit to be released by the Agreement.

2) I am aware and understand that the Activity includes participation and travel to Japan for an extended period of time. During this Activity, I understand that the Participant will be in unfamiliar surroundings and will be exposed to risks to person and possessions. I understand that the Participant may suffer physical injury, sickness or death, or damage to property as a result of participation in the Program; and that there is a possibility of violence and crime, civil unrest, homesickness, and loneliness. I freely and voluntarily accept and assume all such risks. I understand that despite its efforts, the International Committee will not be able to ensure Participant's complete safety at all times from such risks and dangers.

3) I am aware and understand that the Activity requires that the Participant stay with host family/families during the Program. I am aware and understand that the International Committee cannot and will not supervise these living arrangements. Notwithstanding the risk, I acknowledge that Participant is voluntarily participating in the Program with knowledge of the danger involved. I hereby agree that I shall not hold the International Committee or its employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives thereof liable, responsible, or accountable for any injury, whether caused by ordinary negligence or gross negligence, Participant may suffer during or related to any Activity offered by the International Committee.

4) I hereby agree and acknowledge that International Committee, or employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives, shall be held harmless and released from any liability or from any injury I may suffer as a result of negligence of International Committee or any employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives thereof, premises liability, or other theory of recovery arising from the use of International Committee, its property, equipment, and any program, event, or other activity sponsored by, offered by, or hosted by International Committee or any employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives thereof.

5) I hereby agree and understand that the employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives of the International Committee are unable to provide any form of medical advice or guidance. In the event that Participant incur any injury which may in anyway affect my ability to safely participate in any activity by the International Committee or its employees, I agree to seek medical advice from a licensed medical professional. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the International Committee from any claim based on such treatment or other medical services.

6) I hereby agree to indemnify and hold harmless the International Committee for any injury Participant may cause, intentionally or negligently, to any other person during the course of any Activity provided by the International Committee. In the event that the International Committee is held liable for any injury Participant may cause, intentionally or negligently, to any other person during the course of participation in any activity, by International Committee or its employees, I agree to indemnify and make whole International Committee for any litigation expenses or costs relating thereto, including attorney's fees and any settlement rendered against the International Committee.

7) I am over 18 years of age and for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby RELEASE AND DISCHARGE, and agree to INDEMNIFY AND HOLD HARMLESS, International Committee, its employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives, as well as the owners and lessors of premises used for the programs (collectively known as the "Releasees") from and against any

and all claims, actions, proceedings, losses, liabilities, damages, costs and expenses, including injury, disability, death or other damage to person or property, arising out of or relating to the programs, regardless of whether or not the same arises as a result of the NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

8) I hereby _____ GRANT _____ DO NOT GRANT International Committee permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration.

9) In the event that any portion of this agreement is held by a Court to be unenforceable, the parties expressly agree the Court may strike such portion to allow the other provision of said agreement, including the express intent to waive liability of the parties, to remain enforceable.

10) Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Laurens County, Georgia and I hereby consent to the exclusive jurisdiction of such courts.

11) I hereby acknowledge and understand that there is a risk by engaging in the activities and equipment offered by International Committee, its employees, programs, and members and that I or my child can contract Covid-19. I also acknowledge that due to their physical nature, these activities carry a greater risk than other activities of exposure to Covid-19. Even when all reasonable precautions are taken, there is an unavoidable risk of exposure to Covid-19. I, assume the risk and agree to indemnify, defend and hold harmless International Committee.

I have carefully read and considered the terms of this document. I acknowledge and agree that, in exchange for valuable consideration, I freely and voluntarily waive the rights included in this agreement, including the right to seek damages from International Committee, its employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives for any damages, negligent or otherwise, Participant may incur as a result of participation in any activity, program, or event hosted by International Committee or its employees, members, volunteer workers, appointed officials, elected officials, agents, officers, trustees, heirs, assignees, and representatives.

Printed Name: _____

Signature: _____ Date: _____

Address: _____

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and by signing below, I hereby consent to the terms and conditions of this Release of Liability and Assumption of Risk.

Printed Name of Minor: _____

Signature of Minor: _____ Date: _____

Address: _____

Printed Name of Parent/Guardian 1: _____

Signature of Parent/Guardian 1: _____

Address: _____

Witness Name: _____

Signature of Witness: _____ Date: _____

Printed Name of Parent/Guardian 2: _____

Signature of Parent/Guardian 2: _____

Address: _____

Date: _____

Witness Name: _____

Signature of Witness: _____ Date: _____