

Release of Liability

I, the undersigned, hereby acknowledge and agree to the following:

I. General Waiver of Liability and Release

- i. That I understand my participation in any activity, program, or anything else, organized by the Alex Gardner's Mother-Baby Nutrition Foundation involves certain risks.
- ii. In consideration of being permitted to participate in any activity, I hereby release and discharge the Alex Gardner's Mother-Baby Nutrition Foundation, its board members, employees, and contractors from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including but not limited to injury or harm resulting from any products or services provided by the organization.
- iii. I understand and agree that this release of liability covers any claims for negligence, personal injury, property damage, or other loss, whether caused by the organization's negligence or otherwise.
- iv. I further agree to indemnify and hold harmless the Alex Gardner's Mother-Baby Nutrition Foundation, its board members, employees, and contractors from any and all claims, liabilities, damages, or expenses, including legal fees, arising out of or in connection with my participation in the aforementioned activity.
- v. This release of liability is binding upon me, my heirs, executors, administrators, and assigns. I have carefully read and fully understand the terms and conditions of this release, and I voluntarily agree to its provisions.

II. Severability

- i. If any of the provisions of this agreement are struck down, the rest of the contract provisions will be enforceable.

III. Applicable Law, Venue, and Recourse

- i. The applicable law for this agreement are governed by the state of Tennessee.
- ii. The applicable venue will solely rest with Knox County District Court if a cause of action is pursued that does not qualify for mediation as seen below.

- iii. Any dispute, controversy, or claim arising out of or relating to this agreement, including the breach, termination, or validity thereof, shall be settled by arbitration in accordance with the rules of the state of Tennessee by an arbitrator of the Alex Gardner’s Mother-Baby Nutrition Foundation’s choosing. The undersigned agrees to be responsible for an even split of fees. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.**

The undersigned hereby affirms that they are entering into this agreement of their own free will, that they have read these terms as they apply and have either consulted with a legal professional or have waived that right.

Signature

Print Name

Date