

Waiver and Release of Liability

I, the undersigned, desire to travel and participate in activities, such as the beach, shopping, lunch/dinner or museums (“Activities”) under the auspices of **Love Life Now LLC d/b/a Elderly Outings** (“ELDERLY OUTINGS”). I understand that such Activities may be hazardous and involve the risk of injury, sickness and possibly death, as well as damage to property, when traveling to and from Activities.

I understand that there may be delays and sudden change of schedules and/or cancellation of schedules. I understand that circumstances may arise such that I might be asked not to participate in a specific Activity or to return early, and that no monies collected by ELDERLY OUTINGS will be refunded to me. Notwithstanding the foregoing, ELDERLY OUTINGS will provide a full refund or credit towards a future Activities if the Activities are cancelled by ELDERLY OUTINGS or due to a force majeure event.

I acknowledge that consumption of alcohol during the Activities is optional and a personal decision. By participating in the Activities, I agree that any alcoholic beverages I consume are my own choice and responsibility. I agree to drink responsibly. I acknowledge that I alone am responsible for all of my actions resulting from consuming alcohol and the Released Parties are in no way responsible.

I understand and acknowledge that while ELDERLY OUTINGS may take reasonable steps to ensure my safety during the Activities and while participating in ELDERLY OUTINGS’s Activities, that these precautions are merely made in good faith and do not warrant acceptance of liability, nor guarantee that actions undertaken will demonstrate and/or constitute non-negligent performance therein by ELDERLY OUTINGS, its owners, members, managers, officers, employees, agents, contractors or assignees.

In consideration of the risk of personal injury or property damage while participating in the Activities, I hereby, for myself, my heirs, next of kin, executors, administrators, assigns, or personal representatives knowingly, expressly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge ELDERLY OUTINGS, their affiliates, owners, members, managers, employees, contractors, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (“Released Parties”, and each individually a “Released Party”), for any property damage, physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities, including traveling to and from any location which is a part of the Activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING IN THE ACTIVITIES ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE ACTIVITIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO AGENTS, CONTRACTORS OR OTHER THIRD PARTIES PRESENT AT THE ACTIVITIES, OR THE CONDITION OF THE ACTIVITIES LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS,

BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE ACTIVITIES. I VOLUNTARILY ACCEPT ALL LIABILITY FOR HARM TO ANY RELEASED PARTY, ACTIVITIES PARTICIPANT, OTHER THIRD PARTY, OR DAMAGE TO ANY PROPERTY, EQUIPMENT OR OTHER ITEMS THAT MAY BE A PART OF THE ACTIVITIES, CAUSED BY MYSELF OR ANY OTHER THIRD PARTY TRAVELING WITH ME.

I hereby agree to indemnify all Released Parties, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs (including attorney fees) of any nature whatsoever arising out of, or in any way relating to, my participation in the Activities, injury to a third party, negligence, use of any equipment or facilities that are a part of the Activities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including any Released Party.

Although I acknowledge that there is no obligation of ELDERLY OUTINGS or any person to provide any participant with medical care during, prior to, or after any Activities, in the event medical treatment is provided to me, I hereby consent to such care. If a crisis requires additional emergency support by medical or mental health professionals, I agree to pay for all additional expenses of the intervention. Emergency support services, and/or emergency contact will be contacted at the request of any participant.

I understand that ELDERLY OUTINGS and the Released Parties are not responsible for any medical expense I may incur during, prior to, or after any Activities, and that it is my sole responsibility to obtain health and accident insurance providing coverage for injuries or illnesses I sustain or experience during, prior to, or after any Activities. I also acknowledge that ELDERLY OUTINGS does not carry accident, injury, evacuation, health, or any other kind of insurance for my benefit. For my own safety and well-being, I will be honest with ELDERLY OUTINGS about my health, including any details related to allergies, health conditions, past surgeries, mental illness, or medications I am taking. I agree to be accountable in all respects for my actions and I will not hold the Released Parties to be accountable for my actions. I acknowledge that I have been advised by ELDERLY OUTINGS of the risks and dangers of my participation in the Activities and of the need for me to act responsibly at all times

I grant ELDERLY OUTINGS the absolute, irrevocable right and unrestricted permission to use, preserve in permanent form and electronically transfer my likeness, image, photo and/or appearance as such that may be embodied in any photos, video recordings, or digital images and the like, taken or made on behalf of ELDERLY OUTINGS or auxiliary organizations in perpetuity. I agree that ELDERLY OUTINGS has complete ownership of such material and can use said material for any purpose consistent with ELDERLY OUTINGS's missions, programs, products, activities, promotions, advertisements, and the like. These uses include, but are not limited to, videos, publications, advertisements, news releases, websites, multimedia production, internet distribution, closed circuit exhibition, illustrations, bulletins, videotapes, reprints and/or copies/reproductions, edits, copyright, licenses, and any promotional or educational or sales materials in any medium now known or later developed.

I waive any right to inspect or approve the aforementioned, acknowledge that I will not receive any compensation for the use of such pictures, images, video, likeness, voice, etc. and hereby release and discharge on behalf of myself, next of kin, and/or any other persons acting on my behalf - or on behalf of my estate by reason of this authorization, ELDERLY OUTINGS, and its agents, representatives, executors, administrators and assignees, from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance,

including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

In the event any term or provision of this WAIVER AND RELEASE is found to be unenforceable or void, in whole or in part, then the offending term shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance with this WAIVER AND RELEASE shall remain in full force and effect. This WAIVER AND RELEASE shall be construed in accordance with the laws of the State of California.

I agree that execution of a facsimile counterpart or electronic transmission of this WAIVER AND RELEASE shall be deemed execution of the original agreement. I agree that facsimile or electronic transmission of an executed copy of this WAIVER AND RELEASE shall constitute acceptance of this agreement.

I have carefully read, understand, and agree to the provisions and legal consequences of WAIVER AND RELEASE. I have had an opportunity to have my own legal counsel review this WAIVER AND RELEASE. I acknowledge that by signing this WAIVER AND RELEASE, I will be granting and giving up certain substantial legal rights and have agreed to do so. I certify that ELDERLY OUTINGS has offered to refund any payments if I choose not to sign this WAIVER AND RELEASE, and I will not be able to participate in any Activities. I am aware that this is a release of liability and I sign it of my own free will.

Name (Printed): _____

Signature: _____

Date: _____

Email: _____