

**CAREGIVER SOS, INC. D/B/A CARINGON
ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT**

I, _____ (Caregiver - print name), have decided to accept a “respite gift” from Caregiver SOS, Inc., d/b/a CaringOn (“CaringOn”) (said gift hereinafter referred to as the “Activity”).

I understand that my participation in the Activity is voluntary. In consideration of the opportunity to participate in the Activity, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1.) Assumption of Risk, Release of Claims, and Indemnification. I understand and agree that there are certain dangers, hazards and risks inherent in travel and participation in the Activity, including but not limited to risks of injury, permanent disability or death, property damage and severe social or economic loss, which may result from, among other things, the actions, failure to act or negligence of myself or others. I understand that CaringOn cannot and does not assume responsibility for any personal injury, loss of life, property damage or other loss arising from my participation in the Activity. Accordingly, I voluntarily and without reservation agree, on behalf of my family, heirs and personal representative(s), to assume all risk for any such personal injury, loss of life, property damage or other loss and on behalf of myself, my heirs and my estate, and **RELEASE AND HOLD HARMLESS** CaringOn and its directors, officers, agents and employees from and against any and all liability, actions, causes of action, negligence, debts, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be legally given (including attorneys’ fees and costs) which may arise by or in connection with my participation in the Activity. I agree further to **HOLD HARMLESS AND INDEMNIFY** CaringOn, its directors, officers, agents and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including attorneys’ fees and costs) by any person which may arise by or in connection with my conduct while participating in the Activity.

2.) Service Providers. I understand that CaringOn does not represent or act as an agent for the transportation carriers, hotels, and other suppliers of services connected with the Activity. I further understand and agree that CaringOn, its directors, officers, employees and agents are not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused or contributed to by the negligence or default by any company or person engaged in providing or performing services in connection with the Activity.

3.) Authorization to Use Image, Voice. I give CaringOn permission to reproduce and use for promotional purposes any and all photographs, videos, movies, or sound recordings taken of me during my participation in the Activity.

4.) Home Health Care Services Assessment. By initialing here, I am affirmatively declining any assessment for home health care services during my participation in the Activity for any person for whom I am providing care.

I hereby certify that I am at least 21 years of age. I am signing this document voluntarily, and intend to be legally bound by its terms. I have read all of its provisions, and fully understand its significance.

Date: _____

Caregiver Signature: _____

Please print name: _____