



Sankofa Odyssey Release of Liability, Assumption of Risk and Indemnity Agreement

In consideration of being allowed to participate in any way in the Sankofa Odyssey related trips, events, or other activities (the "Event(s)"), the undersigned acknowledges, and agrees that:

I HEREBY RELEASE, HOLD HARMLESS, AND CONVEYANT NOT TO SUE SANKOFA ODYSSEY, ITS ORGANIZERS, OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, AFFILIATES, SPONSORING AGENCIES, AND ADVERTISERS (COLLECTIVELY, THE "RELEASED PARTIES"), WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS OF ANY KIND OR NATURE WHATSOEVER, ACTIONS, DAMAGES, COSTS OR EXPENSES WHICH I, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR IN ANY WAY ARISING OUT OF OR RELATED TO MY PARTICIPATION IN ANY EVENT, INCLUDING TRAVEL TO OR FROM ANY EVENT, WHICH I MAY ENGAGE IN BEFORE, DURING, OR AFTER ANY EVENT. I UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS BASED ON NEGLIGENCE, OMISSION, ACTION OR INACTION OF ANY OF THE RELEASED PARTIES.

I hereby certify that I am physically fit, and have not been advised by a qualified medical professional not to participate in any Event. I certify that there are no health-related reasons or problems which preclude my participation in any Event. Notwithstanding the foregoing, if I suffer from any pre-existing medical, physical, or psychological condition I certify that I will and understand that it is my responsibility to provide the Sankofa Odyssey organizers with written permission and any medical-related instructions reasonably required by a member of the Related Parties to render immediate medical assistance to me in the event of a medical emergency. If a medical emergency should arise, I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during any Event.

I confirm my understanding that boating, sailing, and all related activities associated with any Event involve inherent risks, including but not limited to, (i) the hazards of traveling on a sailboat in rough weather conditions, accidents, or illnesses in remote places with or without medical facilities, and (ii) the forces of nature. I KNOWINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY, BOTH KNOWN AND UNKNOWN, FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSIONS OF THE RELEASED PARTIES or others, and assume full responsibility for my participation in any Event.

I acknowledge and understand that the Released Parties have not arranged for and do not carry any insurance related to (i) death or personal injury of an Event participant; (ii) damage to or loss of my personal equipment, and that I am solely responsible for obtaining and paying for any life, medical, travel, accident, property or other insurance relative to participating in any Event. I hereby certify that I presently carry adequate medical and all necessary insurance and I agree to bear all costs of rescue or medical attention rendered to me (including any necessary air evacuation), arising from my participation in any Event.



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I ALSO AGREE TO INDEMNIFY the Released Parties from and against any and all actions, claims, demands, liability, loss, damage and expense of any kind, including attorney's fees, arising from or related to any claims.

I hereby give the Released Parties the right to use my name, city and state/province and/or likeness for advertising, publicity and promotional purposes for Sankofa Odyssey in any and all media, now or hereafter known, worldwide in perpetuity, without compensation or additional consents from me or any third party and without prior notice, approval or inspection.

I agree that this Agreement is intended to be as broad and inclusive as permitted by applicable law and that if any portion of this Agreement is held invalid or unenforceable, that provision shall be deemed stricken and the remainder of this Agreement shall continue in full legal force and effect.

I warrant and represent that I have the full right and power to execute this Agreement and that the terms of this Agreement do not in any way conflict with any existing commitment or understanding on my part.

The parties agree that neither party shall be deemed to be the drafter of this Agreement.

In signing this Agreement, I acknowledge and represent that I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement have been made; and I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME..

Signature

Date

Print Name