



# IWiT Mentorship Program

## *Release and Waiver of Liability*

This Release and Waiver of Liability (the “Release”) executed on \_\_\_\_\_ (date) by \_\_\_\_\_ (Mentor/Mentee) (**circle one**) (“Participant”) releases Indy Women in Tech, Inc. (“IWiT”), a nonprofit institution organized and existing under the laws of the State of Indiana, and each of its directors, officers, employees, volunteers, agents, successors, or assigns (collectively, the “Representatives”). I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), have voluntarily decided to participate in IWiT’s Mentorship Program.

I understand that I will receive no compensation from IWiT; that IWiT will not provide any benefits traditionally associated with employment to me; that I am responsible for my own insurance coverage in the event of personal injury or illness; and that I am responsible for ensuring my own homeowners and auto insurance policies cover guests and visitors in the event of injury to an IWiT mentee, mentor or others.

1. Waiver and Release: In consideration of the opportunity to participate in the IWiT Mentorship Program, I release and forever discharge and hold harmless IWiT and its Representatives from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from participating in the IWiT Mentorship Program. I understand and acknowledge that this Release discharges IWiT and its Representatives from any liability or claim that I may have against IWiT or its Representatives with respect to bodily injury, personal injury, illness, death, or property damage that may result from participating in the IWiT Mentorship Program, even if caused in whole or in part by the negligent acts or omissions or other misconduct of IWiT or any of its Representatives (a “Claim”). This release does not apply to reckless or intentional misconduct of IWiT or any of its Representatives.

2. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) IWiT and its Representatives from any Claim or expense, including reasonable attorneys’ fees for the legal counsel of IWiT’s choice (including the cost of defending any Claim I (or any member of my family) might make, or that might be made on my behalf (or on behalf of any of my family members), that is released or waived by this instrument), in any way connected with a Claim.

3. Insurance: Further I understand that IWiT does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, auto, home owners, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of IWiT.

4. Consent to Medical Treatment: I authorize IWiT and its Representatives to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the IWiT Mentorship Program. This consent does not impose a duty upon IWiT or its Representatives to provide such assistance, transportation, or services.

5. Assumption of Risk: I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the IWiT Mentorship Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the IWiT Mentorship Program.

6. Photographic Release: I grant and convey to IWiT all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by IWiT in connection with my participation in the IWiT Mentorship Program.

7. Confidentiality Agreement: I agree that I will not disclose or make known any confidential information that comes to my knowledge through participation in the IWiT Mentorship Program.

8. Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and that this Release shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

**THIS IS A RELEASE AND WAIVER OF LIABILITY. I HAVE READ AND UNDERSTAND ALL PARAGRAPHS OF THIS RELEASE AND WAIVER OF LIABILITY. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE AND WAIVER OF LIABILITY VOLUNTARILY.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If the person participating in the IWiT Mentorship Program is not yet 18 years old, one of his/her parents or legal guardians must sign:

**In exchange for my child or ward being allowed to participate in the IWiT Mentorship Program, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Release and Waiver of Liability. I further represent and agree that I am signing on behalf of, and as an agent for, any other individual who may be a parent or guardian of my child or ward, that I am fully authorized to do so, and that by executing this Release and Waiver of Liability, I am binding myself, any other parent or guardian of my child or ward, and my child or ward.**

\_\_\_\_\_  
Printed Name (Parent or Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date