

## RELEASE AND WAIVER OF LIABILITY

This RELEASE AND WAIVER OF LIABILITY (“**Release**”) is executed as of \_\_\_\_\_ by \_\_\_\_\_, a \_\_\_\_\_ individual (“**I**” or “**me**”) in favor of Nicholas Fuentes, a Illinois Individual, and America First, a Sole Proprietorship organized and existing under the laws of the State of Illinois and [its/their] members, trustees/directors, officers, employees, volunteers, and agents (collectively, the “**Organizations**”).

I desire to volunteer for the Organizations and engage in activities related to being their volunteer (the “**Activities**”). I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks, including “doxing”—or the publication of personally identifying and private information—as well as personal injury and even death. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

2. Release and Waiver. I hereby fully and forever release and discharge the Organizations from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the Organizations, and fully and forever release and discharge the Organizations from liability under such claims or demands. I further release, forever discharge, and hold harmless the Organizations from any claim whatsoever in connection with any treatment or other medical services obtained on my behalf if I am injured or require medical attention during my participation in the Activities.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATIONS FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATIONS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, ANY HARM ARISING FROM THE INVOLUNTARY PUBLICATION OF MY PERSONAL INFORMATION BY A THIRD PARTY, OR ANY OTHER HARM THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATIONS OR OTHERWISE.

3. Financial Assistance. I UNDERSTAND THAT THE ORGANIZATIONS DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that the Organizations do not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Organizations in the event of any injury or medical expense.

4. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Organizations from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

5. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organizations for internal and/or promotional use. I hereby grant and convey to the Organizations all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organizations' use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

6. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organizations and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organizations and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

7. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois, without reference to any choice of law doctrine.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.**

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_