

## **GENERAL RELEASE AND AGREEMENT**

THIS GENERAL RELEASE AND AGREEMENT ("Agreement") is made this Today's Date by and between Print Your Name (hereinafter "Releasor") and Homeland Preparedness Project (hereinafter referred to as "HPP").

WHEREAS, HPP is providing safety training (hereinafter referred to as "the Training Course") to all program participants for the purpose of developing emergency response skills to address natural and man-made disasters, incidents of terrorism and use of weapons of mass destruction, and other emergencies; and

WHEREAS, Releasor wishes to participate in the Training Course and other activities provided or facilitated by HPP from Today's Date to 2 Yrs. From Today; and

WHEREAS, HPP, at its own cost and expense, has agreed to provide to Releasor with all training and course materials while in attendance at the Training Course provided that the Releasor enters into this Agreement releasing HPP from any and all claims and causes of action the Releasor has or may have from the beginning of all time through any time in the future which may arise from Releasor's participation in said Training Course.

NOW THEREFORE, in consideration as set forth herein, the value and sufficiency of which is hereby acknowledged, the Releasor, intending to be legally bound, agrees as follows:

1. Release. Releasor agrees, for him/herself, his or her heirs, legal representatives, successors and/or assigns, to remise, release, forgive, acquit, satisfy, and forever discharge HPP from any and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which said Releasor, his or her heirs, legal representatives, successors and/or assigns has ever had, now has, or may in the future have, known or unknown, from the beginning of all time or in the future against the HPP arising directly or indirectly out of the Training Course, including, but not limited to, actions sounding in breach of contract, negligence or any other tort

2. No Admission. The Releasor expressly understands that nothing in this Agreement shall be construed as an admission of liability on the part of HPP, nor shall anything in this Agreement be construed or be admissible in any proceeding as evidence of or an admission by HPP of any violation of its policies, procedures, state, federal, and/or local laws or regulations.

3. Understanding. The Releasor hereby acknowledges that s/he fully understands the terms and conditions of this Release and that s/he warrants his/her capacity to agree to and to execute this Release.

4. Entire Agreement. The entire Agreement of the Releasor and HPP is stated herein and no other representations, either oral or in writing, have been made which are not expressly set forth herein.

5. Severability. In case any provision or part of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such item, nor the validity of any other term of this Agreement shall be in any way affected hereby, and this Agreement shall be enforced in its present form as may be modified by a court of competent

jurisdiction.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Any action arising under the terms and conditions of this Agreement shall be filed in a court of competent jurisdiction in the State of Texas.

7. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original.

I, the undersigned, **DO** hereby acknowledge that I have received and read the policies listed below, and agree that I will abide by these policies while participating in Citizen Corps activities or representing Citizen Corps in public.

Policy regarding Participation in BCCC	initial
Policy regarding Discipline of participants	initial

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I SIGN THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.**

\_\_\_\_\_  
Releasor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Releasor's Name (print)

\_\_\_\_\_  
Witness (sign)

I, by initialing in the box, **DO** hereby agree to allow my printed name, comments, photographs, likeness, images or representations of me to be published in newspapers, marketing brochures, magazines, video tape, other print and electronic media, and on the Homeland Preparedness Project website without any form of compensation or further approval.

<b>In Case You have an Emergency, who can we call?</b>	
	NAME (Please Print)
	PHONE NUMBER