

ROME WITH PURPOSE RELEASE OF LIABILITY & PARTICIPANT AGREEMENT

By applying to the Rome with Purpose program you agree to waive certain legal rights including the right to sue Rome With Purpose, LLC, its affiliates, subsidiaries, members, managers, officers, employees, representatives, insurers, agents, representatives, successors and assigns (collectively “Rome With Purpose program”). Please read this document carefully.

In consideration of being allowed to participate in the Rome with Purpose program, its related events and activities, I acknowledge, appreciate, and agree that:

I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury, or property damage that may have, or that may subsequently accrue to me as a result of my participation in the activities offered, afforded, or sponsored by Rome with Purpose including transportation to and from the program.

I agree to follow all instructions, procedures, measures, and directions given to me by the Rome with Purpose staff or representatives and understand that my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my invitation to participate in Rome with Purpose may be revoked at any time for any reason by the program directors.

I understand that this waiver, release and indemnity is intended to waive, release, discharge and indemnify in advance Rome with Purpose, LLC and its affiliates, subsidiaries, members, managers, officers, employees, insurers, agents, representatives, successors and assigns, for, from and against any and all liability to me arising from my participation in the study abroad program, including any demand, right or cause of action of any kind or nature whatsoever, whether based on tort, contract, warranty, or any other theory of recovery, at law or inequity, vested or contingent, that I or my spouse, family, parents, children, estate, heirs, agents, insurers, successors or assigns may at any time have as a result of my participation at Rome with Purpose. This also includes, without limitation, any liability (including consequential, indirect, special or incidental damages) arising from injury or damage that I suffer or cause during my participation the study abroad program, whether such injury or damage is foreseen or unforeseen or whether resulting from negligence or otherwise.

I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by applicable law. If any provision of this Waiver and Release shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or the remaining provisions of this Waiver and Release, which shall remain in full force and effect.

I hereby agree that any legal action related to my participation in the Rome With Purpose program must be exclusively brought in Charlotte, Mecklenburg County, North Carolina as the exclusive and sole venue for any such legal action. I also agree that all such legal actions will be subject exclusively to North Carolina substantive and procedural law without reference to choice of law provisions including for all alleged claims that are alleged to be the result of actions or omissions taking place outside of the State of North Carolina.

I agree to comply with all Applicable Law during my participation in the Rome with Purpose program. “Applicable Law” shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or executive orders, as amended.

I fully understand and agree that Rome with Purpose activities may include certain risks, dangers and hazards and that my participation in such activities and/or use of such equipment (bicycles, vehicles etc.) may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Rome with Purpose, the negligence of the

participants, the negligence of others, accidents, the unpredictable forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, recreational activities and/or use of equipment, including wading, swimming, hiking, camping, skiing, biking, snowboarding, skating, rock climbing etc.

I confirm that I am physically capable and fit to participate in this program and I have no medical conditions or needs other than those listed on my application. I confirm that I am eighteen (18) years of age or older. (Younger participants must have a parent or guardian read and send a written and confirmed notice to Rome with Purpose that they agree to these terms.)

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by submitting my application, and agree to it freely and voluntarily without any inducement.