

RELEASE OF LIABILITY AND WAIVER
Cotton Diaper Wear Trial

Everyones Earth, Inc.
In Partnership with YMCA-CNW.ORG

PO BOX 645, Millwood, NY 10546

PARTICIPANT INFORMATION

Child's Name:

Parent/Guardian Name:

ASSUMPTION OF RISK

I, the undersigned parent or legal guardian, acknowledge and understand that:

1. The use of any diaper product carries minimal inherent risks including but not limited to: skin irritation, leakage, improper fit, or other unforeseen factors..
2. I am voluntarily allowing my child to participate in this cotton diaper wear trial.
3. I will discontinue use immediately if any adverse reactions or problems occur.

RELEASE AND WAIVER OF LIABILITY

In consideration for my child's participation in this wear trial and receiving trial products, I hereby agree to the following:

1. **RELEASE OF CLAIMS:** I, for myself and on behalf of my child, my heirs, executors, administrators, and assigns, hereby **RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE** Everyone's Earth, Inc., YMCA-CNW.ORG, and their respective officers, directors, employees, agents, volunteers, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all liability.
2. **INDEMNIFICATION:** I agree to **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from my child's participation in this trial, including any claims made by me or on behalf of my child.

GOVERNING LAW

This Release and Waiver shall be governed by and construed in accordance with the laws of the State of New York, and any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of New York.

ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE RELEASED PARTIES. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I SIGN IT OF MY OWN FREE WILL AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Guardian Signature

Date

Print Name:

Relationship to Child: