

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT **("AGREEMENT")**

In exchange for Black Belt Community Foundation's ("BBCF") and Southern Black Girls and Women's Consortium's ("SBGWC") providing _____ ("Attendee") a travel stipend to assist in traveling to and from the 2024 Black Girls Dream Conference, Attendee freely, voluntarily, and without duress agrees to the following.

1. **Release and Waiver:** Attendee hereby fully releases and forever discharges BBCF and SBGWC from, and expressly waives, all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from Attendee's participation in or transportation to and/or from 2024 Black Girls Dream Conference. Attendee agrees not to make or bring any such claim or demand against BBCF and SBGWC.

Attendee understands that this release and waiver discharges BBCF and SBGWC (its Board members, staff, volunteers, and agents) from any liability or claim that Attendee may have against BBCF and SBGWC, including its Board members, staff volunteers, and agents (including but not limited to TruthSpeaks Innovation Foundation, Fund for Southern Communities, Appalachian Community Fund, and Cynthia Daniels and Co.), with respect to any bodily injury, personal injury, illness, death, property damage, or property loss that may result from Attendee's participation in the 2024 Black Girls Dream Conference, including transportation to and/or from 2024 Black Girls Dream Conference, whether caused by the negligence of BBCF and SBGWC or otherwise.

2. **Indemnification:** Attendee agrees to defend, indemnify, and hold harmless BBCF and SBGWC against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, legal costs, and costs of enforcing any right to indemnification under this waiver and release, arising out of or resulting from any claim of a third party related to Attendee's participation in or transportation to and/or from 2024 Black Girls Dream Conference, including any claim related to the ordinary negligence of BBCF and SBGWC.

3. Attendee understands and agrees that the terms of this entire Agreement are binding upon Attendee and its heirs, estates, executors, successors, assigns, administrators, and legal representatives. Attendee agrees that if any portion of this Agreement is found to be void or unenforceable by a court or decision-maker of competent jurisdiction, then the remaining portions shall remain in full force and effect. Attendee acknowledges that this Agreement represents the entire understanding between BBCF, SBGWC, and Attendee and takes the place of any prior agreements, understandings, representations, between us, with respect to the subject matter of Agreement.

4. **Assumption of the Risk:** Attendee is aware and understands that transportation by vehicle, airplane, or otherwise may be inherently dangerous and may expose Attendee (and those traveling with Attendee) to a variety of foreseen and unforeseen hazards and risks, including physical injury or death. Attendee has carefully considered these hazards and risks and hereby expressly and specifically assumes such hazards and risks, including all risks of injury, harm, property damage, or loss that may incur as a result of such transportation, whether foreseen or unforeseen.

5. Attendee acknowledges it is responsible for obtaining the appropriate and valid motor vehicle insurance coverage for any vehicle used by Attendee to travel to or from the 2024 Black Girls Dream Conference. Attendee further acknowledges it is responsible for transporting its passengers to and from the 2024 Black Girls Dream Conference. BBCF and SBGWC assume no responsibility for Attendee's vehicles or passengers while traveling to and from the 2024 Black Girls Dream Conference.

6. **Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of laws principles. Attendee agrees that any claim or dispute arising from or related to this Agreement shall be filed in the Circuit Court of Dallas County. Attendee agrees that each party shall bear its own costs related to any legal proceeding.

BY ELECTRONICALLY OR MANUALLY SIGNING BELOW, ATTENDEE ACKNOWLEDGES THAT ATTENDEE HAS READ AND UNDERSTOOD ALL OF THE TERMS CONTAINED IN THIS DOCUMENT AND THAT ATTENDEE IS VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND ATTENDEE CERTIFIES THAT IT IS THE APPROPRIATE REPRESENTATIVE TO SIGN THIS AGREEMENT AND LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT.

ATTENDEE REPRESENTATIVE

Signature: _____

Date: _____

Printed Name: _____

Title: _____