

**AVENUES FOR HOMELESS YOUTH – HOST HOME PROGRAMS
ACKNOWLEDGMENT, RELEASE AND WAIVER OF LIABILITY**

This Acknowledgment, Release and Waiver of Liability (this “Agreement”) is made and entered into as of _____, 2016 (the “Effective Date”), by and between the following parties:

“Participant”: _____, an individual resident of the State of Minnesota.

“Host(s)”: _____, an individual resident or individual residents of the State of Minnesota.

“AHY”: Avenues for Homeless Youth, a Minnesota nonprofit corporation.

Participant, Host(s) and AHY shall be referred to in this Agreement individually as a “party” and collectively as the “parties.”

AVENUES FOR HOMELESS YOUTH – BACKGROUND

AHY's Host Home Program (the “HHP”) arranges for and supports short-term housing in the homes of community volunteers for homeless youth and young adults ages 16 through 21. AHY is a Minnesota nonprofit corporation, and AHY and the HHP depend upon the voluntary participation of Host(s) and Participants.

The parties acknowledge that good communication, cooperation, disclosure of necessary and known information to Host(s) about Participant, and being clear about expectations and limitations is crucial to the success of the HHP for all parties. Therefore, AHY requires the Participant and Host(s) to read and sign this Agreement.

AGREEMENT

I. Consideration:

- A. The parties are signing this Agreement in consideration of and exchange for the services that AHY is providing to Participant and Host(s).
- B. Participant understands and agrees that other organizations besides AHY provide housing to homeless youth, and that Host(s) and AHY are offering this opportunity for housing and support for Participant without compensation. Participant has chosen to use the services of AHY.

II. Communication, Cooperation and Disclosure of Information:

- A. Participant and Host(s) understand and agree that they have discussed the risks, limits and expectations of the HHP with AHY and with each other, and recognize that success of the HHP depends upon good faith efforts by all parties to communicate clearly and regularly, cooperate, set and achieve goals, resolve

differences that arise and disclose information that may be necessary to best support Participant and Host(s).

- B. Participant represents to AHY and Host(s) that relevant information Participant has provided to AHY and Host(s) to date has been true and complete.
- C. Host(s) represents to Participant and AHY that relevant information Host(s) has provided to Participant and AHY to date has been true and complete.
- D. Participant and Host(s) shall continue to communicate clearly and regularly, cooperate, set and achieve goals, resolve differences that arise and disclose information that may be necessary to best support Participant and Host(s).

III. HHP Terms and Conditions:

- A. Participant and Host(s) understand and agree that AHY is not financially responsible for any personal debts or obligations incurred by Participant and Host(s), including but not limited to medical bills, educational expenses, day-to-day necessities, and phone bills.
- B. Participant understands and agrees that they shall be solely responsible for any personal debts or obligations that Participant may incur while living with the Host(s), other than the room and board provided by Host(s).
- C. Host(s) understands and agrees that they shall be solely responsible for any personal debts or obligations that Host(s) may incur while Participant is living with the Host(s).
- D. Participant and Host(s) understand and agree there are inherent risks involved in the HHP. These risks may include, but are not limited to, physical, mental, and emotional harm to Participant and Host(s), and to others, damage to personal possessions, damage to the home and real estate of Host(s), and harm to the reputation of individuals. Participant and Host(s) acknowledge these risks and agree to assume these risks.
- E. Parties understand and agree that, because HHP is a voluntary program and they are entering into this on a voluntary basis, any party may end their participation at any time, thereby terminating this Agreement. Parties also agree that AHY may terminate this Agreement at any time.

IV. Release and Limitation of Liability:

- A. **PARTICIPANT PERSONALLY AND FOR THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, ASSIGNS, AND INSURERS HEREBY RELEASES AHY, ITS DIRECTORS, AGENTS, EMPLOYEES, OFFICERS, REPRESENTATIVES, ASSIGNS, AFFILIATED ORGANIZATIONS, VOLUNTEERS, AND INSURERS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, RIGHTS OF**

INDEMNIFICATION, AND CAUSES OF ACTION, EITHER IN LAW OR IN EQUITY, OTHER THAN THOSE ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL TORTS OF AHY OR HOST(S), WHETHER THOSE CLAIMS OR LIABILITIES ARE KNOWN OR UNKNOWN TO PARTICIPANT.

- B. PARTICIPANT PERSONALLY AND FOR THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HEREBY RELEASES HOST(S), THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AND INSURERS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, RIGHTS OF INDEMNIFICATION, AND CAUSES OF ACTION, EITHER IN LAW OR IN EQUITY, OTHER THAN THOSE ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL TORTS OF AHY OR HOST(S), WHETHER THOSE CLAIMS OR LIABILITIES ARE KNOWN OR UNKNOWN TO PARTICIPANT.**
- C. HOST(S), FOR THEMSELVES AND FOR THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, ASSIGNS, AND INSURERS HEREBY RELEASE AHY, ITS DIRECTORS, AGENTS, EMPLOYEES, OFFICERS, REPRESENTATIVES, ASSIGNS, AFFILIATED ORGANIZATIONS, VOLUNTEERS, AND INSURERS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, RIGHTS OF INDEMNIFICATION, AND CAUSES OF ACTION, EITHER IN LAW OR IN EQUITY, OTHER THAN THOSE ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL TORTS OF AHY, WHETHER THOSE CLAIMS OR LIABILITIES ARE KNOWN OR UNKNOWN TO HOST(S).**
- D. HOST(S) PERSONALLY AND FOR THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HEREBY RELEASES PARTICIPANT, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AND INSURERS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, RIGHTS OF INDEMNIFICATION, AND CAUSES OF ACTION, EITHER IN LAW OR IN EQUITY, OTHER THAN THOSE ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL TORTS OF AHY OR PARTICIPANT, WHETHER THOSE CLAIMS OR LIABILITIES ARE KNOWN OR UNKNOWN TO HOST(S).**
- E. Except to the extent that suits, claims, losses, damages and/or liabilities arise out of Host(s) gross negligence or intentional torts, to the fullest extent permitted by Minnesota law, Participant agrees that their sole and exclusive remedy against Host(s) arising out of or based upon the participation of Host(s) in the HHP shall be to terminate this Agreement, and to remove his or her self from the care of Host(s).

- F. Participant shall defend, indemnify and hold harmless (i) AHY, its directors, agents, employees, officers, representatives, assigns, affiliated organizations, and insurers and (ii) Host(s), their agents, heirs, estate, assigns and insurers from and against any suits, claims, losses, demands, damages and/or liabilities, including without limitation any attorney fees and court costs, arising out of or related to the Participant's participation in the HHP or care of the Participant by the Host(s), including but not limited to actions for damages to real or tangible personal property, or for bodily injury or death, except to the extent that such suits, claims, losses, damages and/or liabilities arise out of Host(s) or AHY's gross negligence or intentional torts.

V. ACKNOWLEDGMENT:

- A. EACH PARTY ACKNOWLEDGES THE FOLLOWING: I HAVE CAREFULLY READ THIS AGREEMENT AND I FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN. I HAVE BEEN ADVISED TO SEEK THE AID OF AN ATTORNEY IN MY REVIEW AND EXECUTION OF THIS AGREEMENT, AND HAVE EITHER DONE SO OR HAVE DECLINED TO DO SO. I HAVE SIGNED THIS CONTRACT OF MY OWN FREE WILL.

VI. Term and Termination:

- A. This Agreement shall be effective as of the Effective Date and continue until one or more of the parties elects to terminate their involvement in the program or terminate Participant's stay in the home of the Host(s).

VII. Miscellaneous:

- A. Each party represents and warrants to the other party that it has full power and authority to enter into this Agreement and perform its obligations described in this Agreement, without the consent or approval of any other person or entity.
- B. No provision of this Agreement shall be deemed unenforceable if it is subject to an interpretation that would render it enforceable. If a court of competent jurisdiction finds that any provision of this Agreement, including but not limited to any provision set forth in Article V, is unenforceable, in whole or in part, (a) such a finding will not disturb the validity and enforceability of the remaining provisions of this Agreement, and (b) the court shall have the authority to modify and/or "blue pencil" this Agreement in order to render it enforceable and to effect the original intent of the Parties to the fullest extent permitted by law.
- C. This Agreement shall be interpreted and governed in all respects by the laws of the State of Minnesota, without giving effect to conflict of laws principles thereof.
- D. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or

understandings pertaining to any such matters shall be effective for any purpose. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. Any waiver of any term or condition of this Agreement shall not operate as a waiver of any other such term or condition or as any continuing waiver, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

- E. The provisions of Articles III, IV, V, and VII, and all defined terms, shall survive termination or expiration of this Agreement for any reason.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Acknowledgment, Release and Waiver of Liability as of the Effective Date.

PARTICIPANT

By:

HOST(S)

By:

By:

AVENUES FOR HOMELESS YOUTH

By:
Its: