

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

This Acknowledgment, Release and Waiver of Liability (this “Agreement”) is made and entered into as of _____, 20 (the “Effective Date”), by and between the following parties:

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

“Guardian(s)”: _____, an individual resident or individual residents of the State of Minnesota with parental authority over Participant, a minor child.

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

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

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

AVENUES FOR YOUTH – BACKGROUND

AFY'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 24. AFY is a Minnesota nonprofit corporation, and AFY and the HHP depend upon the voluntary participation of Host(s), Participants, and Guardian(s).

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, AFY requires the Participant, Guardian(s), 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 AFY is providing to Participant, Guardian(s), and Host(s).
- B. Participant and Guardian(s) understands and agree that other organizations besides AFY provide housing to homeless youth, and that Host(s) and AFY are offering this opportunity for housing and support for Participant without compensation. Participant and Guardian(s) have chosen to use the services of AFY.

II. Delegation of Parental Authority:

- A. Participant and Guardian(s) understand and agree that AFY does not exercise any parental authority over Participant.
- B. Participant and Guardian(s) understand and agree that Host(s) may exercise parental authority over minor children to the extent granted in the Delegation of Powers by Parent executed by Guardian(s) in favor of Host(s) on this date.

III. Communication, Cooperation and Disclosure of Information:

- A. Participant, Guardian(s), and Host(s) understand and agree that they have discussed the risks, limits and expectations of the HHP with AFY 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 and Guardian(s) represent to AFY and Host(s) that relevant information Participant and Guardian(s) have provided to AFY and Host(s) to date has been true and complete.
- C. Host(s) represent to Participant, Guardian(s), and AFY that relevant information Host(s) have provided to Participant, Guardian(s), and AFY to date has been true and complete.
- D. Participant, Guardian(s), 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).
- E. As authorized by Minnesota Statutes 524.5-211, Participant and Guardian(s) understand and agree that the Delegation of Powers by Parent executed by Guardian(s) in favor of Host(s) on this date, authorizes Host(s) to request and receive information from third parties about Participant and Participant's background and authorizes those third parties to disclose that information.

IV. HHP Terms and Conditions:

- A. Participant, Guardian(s), and Host(s) understand and agree that AFY is not financially responsible for any personal debts or obligations incurred by Participant, Guardian(s), and Host(s), including but not limited to medical bills, educational expenses, day-to-day necessities, and phone bills.
- B. Participant and Guardian(s) understand and agree 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) understand and agree that they shall be solely responsible for any personal debts or obligations that Host may incur while Participant is living with the Host(s).
 - D. Participant, Guardian(s), 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, Guardian(s), 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, Guardian(s), 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 AFY may terminate this Agreement at any time.
- V. Release and Limitation of Liability:
- A. **PARTICIPANT PERSONALLY, AND GUARDIAN(S) FOR GUARDIAN(S)'S SELF AND ON BEHALF OF PARTICIPANT, AND 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 AFY OR HOST(S), WHETHER THOSE CLAIMS OR LIABILITIES ARE KNOWN OR UNKNOWN TO PARTICIPANT OR GUARDIAN(S).**
 - B. **PARTICIPANT PERSONALLY, AND GUARDIAN(S) FOR GUARDIAN(S)'S SELF AND ON BEHALF OF PARTICIPANT, AND THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HEREBY RELEASE 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 OR GUARDIAN(S).**
 - 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), FOR THEMSELVES AND FOR THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, ASSIGNS, AND INSURERS HEREBY RELEASE PARTICIPANT PERSONALLY, AND GUARDIAN(S) FOR GUARDIAN(S)'S SELF AND ON BEHALF OF PARTICIPANT, AND THEIR RESPECTIVE HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, 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 Statutes 524.5-211 and Minnesota law generally, AFY, Participant and Guardian agree 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 revoke the Delegation of Powers by Parent executed by Guardian in favor of Host(s) on this date, and to remove Participant from the care of Host(s).
- F. Participant and Guardian shall defend, indemnify and hold harmless (i) AFY, 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 AFY's gross negligence or intentional torts.

VI. 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.

VII. Term and Termination:

- A. This Agreement shall be effective as of the Effective Date and continue until the earlier to occur of (a) 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); (b) the Delegation of Powers by Parent executed by Guardian(s) in favor of Host(s) on this date is revoked by Guardian or expires; or (c) the Participant turns 18. Upon the occurrence of (b), above, Guardian(s) may re-execute a renewed Delegation of Powers by Parent in favor of Host(s). Upon the occurrence of (c), above, Participant may re-execute an Acknowledgment, Release and Waiver of Liability in favor of the Host(s) and AFY.

VIII. 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, VI, and VIII, 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.

GUARDIAN (S)

By:

By:

HOST(S)

By:

By:

PARTICIPANT

By:

AVENUES FOR YOUTH

By:

Its: