

**NOTICE TO ALL PERSONS PARTICIPATING IN ATHLETIC,  
RECREATIONAL AND ADVENTURE PROGRAMS, WORKSHOPS AND  
OTHER ACTIVITIES INVOLVING RISK OF BODILY OR  
PERSONAL INJURY AND/OR PROPERTY DAMAGE**

Many programs, activities and workshops involve substantial risks of injury, property damage and other dangers associated with participation in such activities. Dangers peculiar to such activities include, but are not limited to: Hypothermia, altitude sickness, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and heat exhaustion.

Each participant in the following activity: **Chinese Crossroads of Hope Project trip (5/29/07 to 6/20/07) and Chinese Study in Nanjing Normal University in CHINA (6/20/07 to 7/22, 2007)**, should realize that there are inherent risks, hazards and dangers involved including the training, preparation for, and travel to and from such activities. It is the responsibility of each participant to engage only in those activities and programs for which he/she has the prerequisite skills, qualifications, preparation and training.

Neither the **Chinese Academy of Memphis nor Fournier Learning Strategies** warrants nor guarantees in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational, adventure program or workshop.

Initials \_\_\_\_\_

Date \_\_\_\_\_

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

I have read the above notice carefully and acknowledge receipt of a copy thereof. In consideration of the benefits received, I hereby assume all risks of damages or injury, including death that I might sustain while participating in or as a result of; or in any way growing out of any aforementioned activity or program, or in travel to and from such activity.

Further I hereby certify that I am covered by an accident and health insurance policy that will be in effect at any time I am participating in the institute related activities or programs.

Initials \_\_\_\_\_

Date \_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE  
(READ CAREFULLY BEFORE SIGNING)**

The undersigned hereby acknowledges that participation in risk-oriented programs and activities involves an inherent risk of physical injury and thereby the undersigned assumes all risks. The undersigned hereby agrees that for the sole consideration of the Crossroads of Hope Project and/or the Chinese Language Program, the **Chinese Academy of Memphis and/or Fournier Learning Strategies in the United States**, and Nanjing Normal University in China are allowing the undersigned to participate in these programs and activities for which or in connection with which the institute has made available any facilities, equipment, grounds, or personnel for such programs or activities or to the undersigned while participating in any such programs or activities, the undersigned does hereby release and forever discharge the board of **Chinese Academy of Memphis and Fournier Learning Strategies** and members individually, and its officers, agents and employees as well as other participants in the program mentioned herein of any and from all claims, demands, rights and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and dire consequences thereof; resulting from any participation in any way connected with such programs and activities.

I further covenant and agree that for the consideration stated above I will not sue the **Chinese Academy of Memphis or Fournier Learning Strategies**, its partners and members individually, its officers, agents, or employees for any claim for damages arising or growing out of my voluntary

participation in above said activities. I understand that the acceptance of this release and covenant not to sue the **Chinese Academy of Memphis or Fournier Learning Strategies** shall not constitute a waiver in whole or in part of sovereign or official immunity by said organizations, its members, officers, agents, and employees. Further, I understand that this release, waiver of liability, and covenant not to sue shall be effective during the entire period of my participation in a risk related activity. I have received a copy of this document and I certify that I am \_\_\_\_\_ years of age and suffering no legal disabilities and that I have read the above carefully before signing.

NAME: \_\_\_\_\_  
SS # \_\_\_\_\_ Date: \_\_\_\_\_ 2007  
(Please Print)

\_\_\_\_\_  
Signature of Participant Date

\_\_\_\_\_  
Signature of Parent or Guardian if Participant is under 18 Date

Signature witnessed by:  
Name: (please print) \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness Date \_\_\_\_\_