

TRANSLATION SERVICES  
RELEASE AND WAIVER

By participating in, submitting text for, or otherwise engaging in Boston Korean Adoptees, Inc.'s ("BKA") Translation Services program ("Services"), I hereby acknowledge, understand and agree to the following terms and conditions:

1. As of the date of this submission, I am a fully paid up BKA member in good standing. I understand that my use of Services is conditioned upon paid BKA membership dues.
2. I agree for myself, my executors, my administrators, my successors and assigns to hereby waive and release any and all claims, including without limitation, any attorney's fees, or other costs or expenses, or litigation, against BKA and its respective officers, directors, members, volunteers and agents, and Ms. Aram Shin ("Shin") and her respective heirs, successors, volunteers, and agents (collectively "the Released Parties"), from any and all liability, either in law or in equity, that may be sustained by me or my property, at any time, as a result of my use of Services, including claims known and unknown, foreseen or unforeseen, future or contingent.
3. BY SIGNING THIS AGREEMENT, IT IS MY EXPRESS INTENT TO RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL LIABILITY CONNECTED WITH MY USE OF SERVICES (INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE) AND TO PERSONALLY ASSUME ALL RISK.
4. While BKA has taken steps to ensure privacy and confidentiality, I understand that my disclosure of sensitive or confidential information is done so at my own risk.
5. I understand that Services are being provided at a pace and frequency of Shin's choosing. Additionally, I understand that Shin is not a professional translator and that Services are being provided to the best of her ability as a native Korean speaker. THE RELEASED PARTIES MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, OR OTHERWISE, REGARDING THE SERVICES, TRANSLATED TEXT OR OTHER PRODUCTS RESULTING FROM SERVICES, OR THE FREQUENCY THEREOF.
6. My signature, voluntarily and freely given, indicates my understanding and assumption of all risks associated with my voluntary use of Services and my waiver of any claims against the Released Parties. I further acknowledge and represent that I have had sufficient time to consider the subject matter of this Agreement.
7. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. In the event any provision is found to be invalid, illegal, or unenforceable, the court has the power to fashion and enforce another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the intentions under this Agreement.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_