

WAIVER AND RELEASE OF LIABILITY FORM

I understand and acknowledge that participation in the activity hosted or sponsored by Gift of Life Michigan (the "Activity"), including all activities and use of third-party facilities and equipment, involves an inherent and unavoidable risk of injury, harm, and loss. I understand that although Gift of Life Michigan takes reasonable precautions, there are numerous risks associated with participating in the Activity, including the potential to be exposed to the COVID-19 virus; a complete listing of inherent risks is not possible and some risks cannot be anticipated.

I authorize the child/children named below to participate in the Activity. On my own behalf and on behalf of the child/children named in this registration, I ACKNOWLEDGE THE RISKS associated with participation in the Activity, including those related to the COVID-19 virus, and expressly and voluntarily assume the risks of participation in the Activity and HEREBY WAIVE AND RELEASE ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, LOSSES, EXPENSES AND LIABILITIES ("CLAIMS") (WHETHER FOR MY OWN BENEFIT OR ON BEHALF OF THE CHILD/CHILDREN NAMED IN THIS REGISTRATION) AGAINST GIFT OF LIFE MICHIGAN (INCLUDING ITS EMPLOYEES AND AGENTS) THAT MAY ARISE FROM INJURIES, HARM OR LOSS RESULTING FROM PARTICIPATION IN THE ACTIVITY, INCLUDING (WITHOUT LIMITATION) ANY CLAIMS ALLEGING NEGLIGENCE BY GIFT OF LIFE MICHIGAN (INCLUDING ITS EMPLOYEES AND AGENTS), to the fullest extent allowed under Michigan law. If any aspect of this waiver is deemed to be invalid, I acknowledge that the remainder of this Form will continue to have full force and effect. If my agreement on behalf of my child/children to release any Claims against Gift of Life Michigan is deemed invalid for any reason, I agree to indemnify, defend and hold Gift of Life Michigan harmless in connection with any Claims arising out of my child's/children's participation in the Activity.

I am not experiencing or exhibiting any COVID-19 related symptoms as defined by the Centers for Disease Control and Prevention (including fever, dry cough, or shortness of breath). I agree to follow all posted safety protocols, and I am not aware nor do I believe I have been recently exposed to a person or animal with a positive and confirmed case of COVID-19.

In the event I cannot be reached, I hereby authorize Gift of Life Michigan staff to act according to their best judgment in any situation requiring medical attention for the child/children named in this registration. I acknowledge that the costs of any medical treatment provided to the child/children named in this registration that are not covered by medical insurance will be my sole responsibility, consistent with the waiver of Claims above.

I agree that Gift of Life Michigan (including its employees and agents) can take and use photos, video and audio recordings of the child/children named in this registration for the limited purposes of marketing Gift of Life Michigan which may be publicly available on the internet, without compensational obligation, and I hereby release Gift of Life Michigan (including its staff and agents) from any Claims resulting from their use of photos, videos and audio recordings.

This Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

Participant Name & Age: _____
Name Age

Signature & Date: _____
(If under 18 Parent or Guardian must sign) Signature Date

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

The Undersigned parent and/or natural guardian represents that they are, in fact, acting in such capacity, has consented to the child or ward's participation in the Activity, and has agreed individually and on behalf of the child or ward, to the terms of the waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Participant Name & Age: _____
Name Age

Parent or Guardian
Signature & Date: _____
Signature Date