



2018 COLLAB CUP WAIVER AND RELEASE

For consideration of participation in The Summer Learning Collaborative's 2018 Collab Cup ("Event"), held on August 7, 2018, I hereby waive and release the The Summer Learning Collaborative, Inc., its directors, officers, administrators, representatives and executors, past and present employees, contractors, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, "Releasees") from any and all claims, liabilities, or causes of action which may arise out of, result from, or relate in any way to my (or my child's) participation in or attendance at the Event, including claims for liability caused in whole or in part by the negligent acts or omissions of the Releasees. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for liability against any of the Releasees, I will indemnify, defend and hold harmless each of the Releasees from any such liabilities which any may be incurred as the result of such claim.

Inherent and Potential Risks: I understand that this Event involves strenuous physical activity. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in this Event relating to the risk of strenuous physical activity. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, failure of other participants, volunteers and non-participants from observing the guidelines of this Event or any applicable laws, any defects of conditions of premises, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, snow, ice, high winds, and/or humidity. I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in this Event, and dressing in conjunction with the weather.

Lost or Stolen Property: I agree that The Summer Learning Collaborative and all other Releasees are not responsible for any personal items or property lost or stolen before, during, or after this Event.

Medical Evaluation: I attest that I am (or my child is) medically and physically able to participate in this Event. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete this Event, I take full responsibility for consulting a physician. I attest that, if I am (or my child is) pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in this Event. I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence emergency rescue operations.

Voluntary Participation: I am fully aware of the risks connected with participation in this Event whether specifically listed in this Release or not, and I voluntarily elect to participate in this Event knowing that this participation involves these risks. I understand that my (or my child's) participation in this Event may accompany a minimum fundraising obligation for the benefit of The Summer Learning Collaborative.

Alcohol Waiver and Acceptance of Responsibility: As part of of this Event, alcohol will be available on the premises. Individuals under the age of 21 are prohibited from obtaining or consuming any alcohol at any point during the Event. Identification will be checked at the premises, and I expressly affirm my acceptance of full responsibility for complying with all applicable laws regarding consumption of alcohol, and if consuming alcohol, monitoring and/or limiting my alcoholic beverage intake. By accepting alcohol during the Event, I warrant that I am at least 21 years of age. I hereby expressly release Releasees from any liability for damages to incurred by me or any other person or entity caused in whole or in part by my consumption of any item, including without limitation, alcohol.

Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue: In consideration for being permitted to participate in this Event, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following: 1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in this Event. 2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorneys' fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including

death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in this Event including, but not limited to, any claim that the act or omission complained of was in whole or in part caused by the negligence or carelessness of the Releasees.

Acknowledgment and Compliance with Rules: I agree to observe and obey all rules and safety procedures that accompany this Event and to abide by any decision of an Event official relative to my (or my child's) ability to safely compete in the Event. I agree to exhibit appropriate behavior at all times and to obey all laws. The Summer Learning Collaborative and Event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

Severability: I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

Photography Release: I hereby grant full permission to The Summer Learning Collaborative to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my (or my child's) participation in this Event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my (or my child's) name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of The Summer Learning Collaborative. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of this Event I may take or capture to The Summer Learning Collaborative.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Participant Full Name: _____

Signature: _____ Date: _____

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18: I attest that I am in fact the parent or legal guardian of the above-named participant. I hereby give my approval to this child's participation in this Event. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my child's participation in this Event. I consent to the foregoing and grant permission for my child to participate in this Event. I attest that my child, the above-named participant, is a minimum of 12 years of age as of the date of the Event. I acknowledge I have carefully read, accept, and agree to the terms on this Liability Waiver and Release, and know and understand their contents and I sign the same on my own free act and deed.

Child's Full Name: _____

Parent/Guardian Full Name: _____

Parent/Guardian Signature: _____ Date: _____