



DSAW Fundraiser Terms and Conditions Photo & Liability Release Waiver and Release of Liability

I, the participant, understand that during my participation in the DSAW- Sheboygan & Surrounding Counties Mini Golf & Walk Fundraiser organized by the Down Syndrome Association of Wisconsin, Inc. and Harbor Pointe and their officers, Board members, directors, employees, volunteers and agents (collectively, "Released Parties") I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in walking and related activities and cannot be eliminated without destroying the unique character of the event. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and property damage ("Injuries and Damages") resulting from physical contact with others, equipment and facilities. I fully understand that the Released Parties have not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, other participants or volunteers or third parties, either as a result of negligence or because of other reasons. I understand the risks of such Injuries and Damages involved in the event and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that there may not be medical personnel or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant in the event, and the services and amenities provided by the Released Parties in connection with the event, I CONFIRM MY UNDERSTANDING OF THE FOLLOWING:

RELEASE OF LIABILITY. To the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS the Released Parties and their officers, Board members, directors, employees, volunteers and agents (collectively, "Released Parties") from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to my participation in the event, even if caused by NEGLIGENCE of the Released Parties. Such negligence could involve (a) negligent operation and supervision of the event, (b) negligent maintenance or operation of the site or facilities in which the event is conducted, (c) negligent manufacture of or use of equipment to be used in the event, and (d) the negligent provision of emergency response services. I understand and intend that the assumption of risk and release is binding upon my heirs, executors, administrators and assigns.

This Waiver and Release is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Waiver and Release is held to be invalid or legally



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unenforceable for any reason, the remainder of this Waiver and Release shall not be affected thereby and shall remain valid and fully enforceable. I have read this Waiver and Release of Liability in its entirety and I freely and voluntarily choose to participate and assume all risks of Injuries and Damages. I agree to obey any rules and regulations that may relate to the event. I acknowledge my waiver of any right I may have to bargain for different terms of this waiver and recognize that a narrower waiver would increase the costs associated with the event and/or limit or preclude my participation in the event. I certify that he or she is the parent or legal guardian of the minor who is participating in the event, consents to his or her participation in the event and executes this Waiver and Release of Liability on behalf of such minor. Consent to Photograph and Release of Name I hereby authorize the Down Syndrome Association of Wisconsin, Inc., and Harbor Pointe and their officers, Board members, directors, employees, volunteers and agents (collectively, "Released Parties") to photograph, film, or videotape. I hereby agree the Released Parties, collectively or individually, may use such photographs, films or videotapes, with or without prior notice, in general public relations, communications or for commercial purposes. I understand this Consent to Photograph is a valid written consent for purposes of Wis. Stat. § 995.50 and any other similar local, state or federal law regarding a right to privacy.

I hereby authorize the Released Parties to use in writing or otherwise the name or identity of the participant.

I release the Released Parties from any liability involved with this Consent to Photograph or Release of my Name.

X _____

Signature of participant or parent/ guardian (if under 18)

Date