<u>Release and Waiver</u> Required by the City/Ramsdell Regional Center for the Arts of Manistee for all participants

In consideration for allowing me to participate in the ACTIVITY, I for myself, my family members, my executors, my heirs and my successors, and assigns hereby assume all of the risks of my participation (and those of my minor children, if any, named below) and agree to hold harmless the owners, managers, contractors, agents and operating licensees of ACTIVITY, the City of Manistee ("City")/Ramsdell Regional Center for the Arts ("RRCA") and each of their respective employees, agents, and authorized third parties (collectively, the "Released Parties"), from and against any claim I may have because of my participation in the ACTIVITY, and agree as follows:

- **1. Assumption of risk.** I understand that participation in this ACTIVITY may include activities that are hazardous and/or physically strenuous, and I may be exposed to personal injury or damage to my property. I agree that:
 - I will follow all instructions provided by the Released Parties, its employees, or volunteer coordinators.
 - I will only use equipment that I know how to operate and use safely.
 - I will not undertake any activity until I have received adequate instruction.
 - I will take all reasonable precautions to avoid injury to myself and others and damage to property.
- **2. Medical treatment.** I release and discharge the Released Parties from any claim that may arise due to any first aid, medical treatment, or service rendered to me.
- **3. Insurance.** The Released Parties do not have responsibility for providing any health, medical or disability insurance coverage for me.
- **4. Photographic release.** I grant to the Released Parties the right to use photographic images and video or audio recordings of me that are made by the Released Parties or others during my participation in the ACTIVITY.
- **5. Duration of Release.** My agreement to the terms in this Release & Waiver applies as long as I participate during the ACTIVITY. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Michigan. I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect.
- **6. Waiver and Release.** I hereby release, discharge and agree to indemnify and hold harmless the Released Parties from any and all claims, liabilities, losses, damages, costs and expenses resulting from injury or death of any person or property damage that may arise out of my participation. I understand that this release discharges the Released Parties from any liability that may result from my participation whether or not caused by the negligence of the Released Parties.

I certify that I am at least eighteen (18) years of age or have had this document signed by my parent or guardian.

Signature	Date	Street Address	
Name of Adult (please pri	int)	City, State, Zip Code	
If signing for minor, (list) minor's name(s)		Phone Number	
Emergency Contact		Emergency Phone Number	