

WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

United Cerebral Palsy of Mobile, Inc. Camp SMILE

Participant's Name _____
Please Print

Waiver: In consideration of being permitted to participate in any way in *Camp SMILE Activities and Projects*, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Camp SMILE and/or United Cerebral Palsy of Mobile, Inc., its officers, employees, and agents from liability **from any and all claims including the negligence of Camp SMILE, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in *Camp SMILE Activities and Projects*.

Assumption of Risks: Participation in *Camp SMILE Activities and Projects* carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in *Camp SMILE Activities and Projects*. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Camp SMILE and/or United Cerebral Palsy of Mobile, Inc., HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in *Camp SMILE Activities and Projects*, and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing Waiver and Assumption of Risk Agreement is intended to be as broad and inclusive and is permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully **understand its terms, and understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Date

If participant is under the age of 18, both (if applicable) his or her parents or legal guardians must also sign:

I (We), _____, on this _____ day of _____, 20____, am (are) the parent(s) or legal guardian(s) of the participant who has signed above. I have read and understand the provisions of this document, I consent to participation in the above-stated activity, and I fully enter into and agree to the above Waiver of Liability, Assumption of Risk, Covenant Not to Sue, and Hold Harmless agreement.

Signature of Parent or Legal Guardian

Signature of Parent or Legal Guardian