



RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (this “Release”) is made and provided by the person signing below or acknowledging during the registration process (“Participant”), who is being permitted to participate in an educational event sponsored by Miami Valley Nonprofit Collaborative or its affiliates or subsidiaries (the “Event Coordinator,” and the participation in the educational event, the “Event”). Participant acknowledges and agrees that entering into this Release is required as a condition to participating in the Event.

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. Participant understands and acknowledges that the Event involves inherent risks, and that he or she may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as exposure to or infection from illnesses or communicable diseases. Such risks and dangers may be caused by the Participant’s own actions or inactions, unanticipated medical emergencies, or the negligence of the Released Parties (as defined in Section 3 of this Release) or others. Participant also acknowledges that any injuries, illnesses, or diseases he or she may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the Event. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR FROM PARTICIPATION IN THE EVENT, INCLUDING THE RISK OF INJURY, DEATH, ILLNESS, DISEASE, OR PROPERTY DAMAGE.

2. PARTICIPANT’S REPRESENTATIONS. Participant acknowledges and represents that: (1) Participant will at all times abide by any safety protocols established by the Released Parties; (2) Participant shall at all times follow all the rules for the Event as may be established or modified by the Event Coordinator; (3) Participant has informed himself or herself about the Event and is participating in the event voluntarily, of his or her own free choosing and will, without force or coercion, and after careful consideration of the risks associated with the Event; (4) Participant is not exhibiting symptoms nor been knowingly exposed to any communicable diseases; and (5) Participant may be asked to leave the Event if they refuse to comply with the safety protocols or rules for the Event.

3. RELEASE FROM LIABILITY. Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release Event Coordinator, and its affiliates and respective members, partners, owners, agents, operators, managers, employees, insurers and representatives, others such as Montgomery County Business Solutions Center, Goodwill Easter Seals of the Miami Valley, and their officials, agents, employees, and representatives (collectively, the “Released Parties”) from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, illnesses, diseases, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant’s participation in the Event, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees

that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, illnesses, diseases, death, and/or property damage sustained by the Participant while participating in the Event or in any way related to the Event activities.

4. INDEMNIFICATION. Participant hereby further agrees to defend, indemnify, and hold harmless the Released Parties from injuries, illnesses, diseases, or damages caused or created by the Participant from his or her participation in the Event, including attorneys' fees related thereto.

5. COVENANT NOT TO SUE. Participant agrees, for himself or herself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, illness, disease, death, or property damage the Participant may sustain while participating in the Event.

6. GOVERNING LAW AND VENUE. This Release agreement will be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in Montgomery County, Ohio.

7. SEVERABILITY. If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

8. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT. No change, modification, amendment, or addition of or to this Release shall be valid unless in writing and signed by authorized representatives of Miami Valley Nonprofit Collaborative. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS RELEASE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

I UNDERSTAND THAT MY PARTICIPATION IN THIS EVENT IS VOLUNTARY AND RELEASING THE RELEASED PARTIES IS PART OF THE CONSIDERATION FOR ME BEING ALLOWED TO PARTICIPATE.

PARTICIPANT:

By: _____
Name: _____
Date: _____