



*"FINDING THE SUPERPOWERS IN ALL ABILITIES"*

## **PARTICIPANT RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability for all participation in the 2023 year, executed on this \_\_\_\_ day of \_\_\_\_\_, 2023 on behalf of \_\_\_\_\_, a minor child, adult unable to legally sign or participant with no guardian, by \_\_\_\_\_, the legal Guardian of the Participant or Participant with no guardian, releases Xceptional Heroes, a non-profit Community Service Club organized and existing under the laws of the United States as a Section 501(c)(3) tax exempt corporation, each of its directors, officers, employees, and agents.

I, the Guardian of the above named or Participant, do hereby give my consent to his/her participation in all activities of Xceptional Heroes, the Nonprofit. The Participant and/or the Guardian desire that the Participant engage in activities related to serving or participating in Xceptional Heroes, the Nonprofit's activities as a player or participant. The Participant and/or the Guardian are responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit.

Waiver and Release: We, the Participant and/or Guardian, Release and forever discharge and hold harmless Xceptional Heroes, the Nonprofit and its successors, activity holders, sponsors, members, representatives, agents, employees, volunteers, organizers, and other working or acting in behalf of Xceptional Heroes and assigns from any and all liability, claims, and demands of whatever kind or



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nature, wither in law or in equity, which arise or may hereafter arise from the activities as a participant with Xceptional Heroes, the Nonprofit, including claims arising out of negligence. We understand and acknowledge that this Release Discharges Xceptional Heroes, the Nonprofit from any liability or claim that we may have against Xceptional Heroes, the Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in Xceptional Heroes, the Nonprofit's activities.

Insurance: I, the Guardian and/or Participant, affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the Participant's medical bills if injury occurs. Further, we understand that Xceptional Heroes, the Nonprofit, does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. We expressly waive any such claim for compensation of liability on the part of Xceptional Heroes, the Nonprofit, beyond what may be offered freely by Xceptional Heroes, the Nonprofit, in the event of such injury or medical expenses incurred by the Participant.

Assumption of Risk: We, the Participant and/or the Guardian, understand that the activities provided by Xceptional Heroes, the Nonprofit, and which the Participant is involved in may include activities that are inherently dangerous to the Participant. We hereby expressly assume the risk of injury or harm of the Participant from these activities and Release Xceptional Heroes, the Nonprofit from all liability for injury, illness, death, or property damage resulting from these activities.



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Medical Treatment: We, the Participant and/or the Guardian, hereby Release and forever discharge Xceptional Heroes the Nonprofit, from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's activity with Xceptional Heroes, the Nonprofit. We give our consent for Xceptional Heroes the Nonprofit, to provide, administer, or obtain medical treatment for the Participant.

Other: We, the Participant and/or the Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I, the Guardian of the above named Participant or Participant with no Guardian, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

\_\_\_\_\_  
Signature of Guardian or Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name