

# LUDINGTON AREA CENTER FOR THE ARTS

## EVENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

In consideration of participation in the 2012 Ludington Lake Jump (hereafter referred to as the “Event”) with proceeds to benefit the Ludington Area Center for the Arts, I for myself and/or on behalf of the minor child I represent, attest to the following:

I acknowledge that participation in the “Event” involves jumping/running into Lake Michigan and that there are inherent risks, hazards, and dangers associated with, but not limited to, the following activities: Travel to and from the “Event,” exposure to cold water and environmental conditions, and lingering in the vicinity of the “Event” and near or among the crowd gathered for the “Event.”

I certify that I (and/or said minor) am in good health and proper physical condition to participate in the “Event.”

I (and/or said minor) am voluntarily participating in the “Event” with full knowledge and understanding of the potential inherent risks, hazards, and dangers involved and hereby assume and accept responsibility for any and all risks of injury, paralysis, death or other costs, damages, or losses that I (and/or the minor child I represent) may incur as a result of participation in the “Event.”

I, for myself and/or on behalf of the minor child I represent, hereby knowingly and intentionally waive and release, indemnify and hold harmless the Ludington Area Center for the Arts, its respective officers, administrations, affiliates, agents, employees, volunteers and related “Event” advertisers, sponsors, participants and owners/lessors of the premises on which the “Event” takes place (each considered on the “Releasees” herein) from all claims, damages, demands, liability or losses of any kind or nature (including serious bodily injury, illness, paralysis, or death) whether foreseen or unforeseen, caused or alleged to be caused in whole or part by the negligence of the “Releasees” arising directly or indirectly from participation in the “Event.” I, for myself (and/or on behalf of the minor child I represent), my heirs, successors, executors, and superiors further agree that if I (or anyone on my behalf or on behalf of the minor child I represent) make a claim against any “Releasees” despite this release and waiver of liability and assumption of risk and indemnity, I will indemnify, save, and hold harmless each of the “Releasees” from any cost, damage, loss, or liability which any may incur as a result of such claims.

I have carefully read, clearly understand, and voluntarily sign this “Agreement.” I understand that I have given up substantial rights by signing the “Agreement” and have signed freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this “Agreement” is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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Printed Name of Participant

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Signature of Participant if over 18

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Printed Name of Parent/Guardian  
if Participant is under 18

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Signature of Parent/Guardian  
if Participant is under 18

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Date