



THIS FORM MUST BE COMPLETED TO REGISTER

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
EFFECTIVE 01/01/14

In consideration of participating in Mi5 activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Mi5 and it's owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that participating in Mi5 activities involves known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, with jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My/My child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I or my child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my/my child's participation in these activities, or out use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I/my child have no medical or physical conditions, which could interfere with our safety in these activities, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PARENT/GUARDIAN AUTHORIZATION SECTION -- TRANSPORTATION/MEDICAL

- 1. In the event that I or my child need immediate medical attention for injuries received while participating in a Mi5 program, I authorize the Mi5 staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a health care facility for emergency services as needed.
2. I hereby acknowledge that Mi5 will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at Mi5 that indicates otherwise.
3. If my child or I require use and administration of an epi-pen, prescription or over the counter medication, it is my responsibility to ensure that the epi-pen and/or medication are on my child or me or within our personal belonging everyday of the program. If Mi5 staff is required to administer and use the epi-pen and/or medication, I agree to forever release and discharge Mi5 and its directors, officers, and employees from any and all liability arising out of or resulting from the use or administration of the epi-pen and or/or medication.

GENERAL

- 1. I hereby release all pictures of myself or my child taken by Mi5 for promotional purposes and programming materials including the Mi5 website.
2. I acknowledge that certain sections of this waiver may not apply to me and/or my child and the programs or activities that we have chosen but agree to be bound by any applicable language.

By signing this document, I agree that if I or my child is hurt or our property is damaged during participation in these activities, then I or my child may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if Mi5 did not utilize waivers as a method to lower insurance and administrative costs. I have read and understood this document and I agree to be bound by its terms.

Signature _____ Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone (_____) _____ Date _____ Email _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____