

## Waiver and Release of Liability

In consideration of the risk of injury while participating in fundraising and as consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation and do hereby release and forever discharge Heart and Soul, NPO, located at 2404 NW Windburn Dr, Blue Springs, Missouri, 64015, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from an event related to the activity.

**I am voluntarily participating in fundraising and am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity locations(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity including travel to and from and during the activity.**

I agree to indemnify and hold harmless Heart and Soul NPO against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. If litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Heart and Soul, NPO incurs any of these types of expenses, I agree to reimburse Heart and Soul, NPO.

I acknowledge that Heart and Soul, NPO, and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Heart and Soul NPO.

**I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of the participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, monitors and producers of the events.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Heart and Soul NPO and its agents.

**In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.**

**In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.**

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant and Heart and Soul NPO agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted altering or explain the terms of this Agreement, but that it will be interpreted based on the language and in accordance with the purposes for which it was entered into.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge Heart and Soul NPO and all its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Heart and Soul NPO for personal injury or property damage.

By registering, I affirm that I am of the age of 18 years or older and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

If the participant is under the age of 18 years of age, I hereby certify that I am the parent or guardian of the participant and do hereby give my consent without reservation to the foregoing on behalf of the individual.