

PARTICIPATE RELEASE AND WAIVER OF LIABILITY

(Please read carefully! This is a legal document that affects your legal rights!)

This Release and Waiver of Liability (the "Release") is executed _____, 20____, by _____, (the "Participate") in favor of the Down Syndrome Connection of NWA, an Arkansas non-profit corporation ("DSCNWA"), its officers, employees, and agents under the following terms and conditions.

1. **Waiver and Release.** Participant covenants not to sue, releases and holds harmless DSCNWA, its officers, employees and agents, from liability, claims and demands of whatever kind or nature, either in law or in equity, which arise from participation in the DSCNWA events. By signing this, Participant discharges DSCNWA, its officers, employees and agents from any liability or claim that Participant may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from participation in the Events. Participant also understands that DSCNWA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance.

2. **Medical Treatment and Insurance.** Participant releases and forever discharges DSCNWA from any claim whatsoever which arises now or later on account of any first aid, treatment, or service rendered in connection with participation in the Events. Participant understands that DSCNWA does not carry or maintain health, medical, or disability insurance coverage for any Participant. **Each Participant is encouraged to have medical or health insurance coverage in effect while participating in the Services.**

3. **Assumption of Risk.** Participant understands that the Events may include activities that may be hazardous to the Participant. Participant assumes the risk of injury or harm in these activities and releases DSCNWA from all liability for injury, illness, death, or property damage resulting from the activities of participation in the Events. The Participant hereby indemnifies DSCNWA, its officers, directors, employees, and agents for any action that Participant commits that may subject DSCNWA to liability.

4. **Photographic Release.** Participant grants to DSCNWA and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, for advertising and any other promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release DSCNWA of its legal representatives and assigns from all claims and liability relating to said photographs.

5. **Other.** This release is intended to be as inclusive as the laws of Arkansas permit and that it shall be governed by the laws of Arkansas, with venue to be in the Circuit Court of Benton County, Arkansas. Participant agrees that if a clause or provision of this release

is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year written above.

WITNESS:

Date: _____

Sign: _____

Print: _____

PARTICIPANT:

Date: _____

Sign: _____

Print: _____

Address: _____

GUARDIAN OF PARTICIPANT:

Date: _____

Sign: _____

Print: _____

Address: _____
