

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to participate in classes offered by Down to Defend, Inc., whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement):

- 1. Waiver and Release of Liability:** My participation in Down to Defend, Inc. classes is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:
 - a. I hereby release and hold harmless Down to Defend, Inc., its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
 - b. I recognize the physical exertion involved in the classes and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.
 - c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the classes, including those sustained on the premises where the classes are conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.
 - d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the State of Michigan, and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Grand Rapids, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Print Participant Name: _____ Date: _____

Participant's Signature: _____

Program Attending: _____

Program Location: _____

Emergency Contact (name and phone number):

If Applicable:

This is to certify that I, as parent/guardian with legal responsibility for _____ (print name), a participant in the Down to Defend, Inc. classes, do consent and agree that all of the above representations, risks and agreement to each, apply to his/her participation in the classes. To the fullest extent permitted by Michigan law, I release on his/her behalf and agree to indemnify and hold harmless Down to Defend, Inc., its officers, officials, directors, employees, agents, volunteers, contractors, and other participants from any and all liabilities incident to _____'s (print name) involvement or participation in the classes, EVEN IF ARISING FROM THE NEGLIGENCE of Down to Defend, Inc., its officials, directors, employees, agents, volunteers, contractors, and other participants.

Parent/Guardian Name (print): _____ Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Phone Number:
