



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR ALL COMMUNITY EDUCATION ACTIVITIES
EVENTS / CLASSES / CAMPS / OPEN SWIM / ATHLETIC LEAGUES**

Participant 18+ years of Age

1. In consideration for receiving permission to participate in the Birmingham Public Schools Community Education Activity of my choice, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE and further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Birmingham Public Schools, the members of its Board of Education (in their official and individual capacities), administrators, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, costs, expenses, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of and acknowledge the potential risks of serious personal injury associated with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be dangerous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being involved in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Michigan.
4. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this ____ day of _____, 20__.

PARTICIPANT

Printed Name

Signature



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR ALL COMMUNITY EDUCATION ACTIVITIES EVENTS / CLASSES / CAMPS / OPEN SWIM / ATHLETIC LEAGUES

Participant under 18 years of Age

1. In consideration for receiving permission to participate in the Birmingham Public Schools Community Education Activity of my choice, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE and further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Birmingham Public Schools, the members of its Board of Education (in their official and individual capacities), administrators, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, costs, expenses, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of and acknowledge the potential risks of serious personal injury associated with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be dangerous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being involved in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Michigan.
4. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this ____ day of _____, 20__.

PARTICIPANT

Printed Name

Signature

I/we, the Parent(s)/Legal Guardian(s) of the above named Participant, consent to the minor Participant's participation in the Birmingham Public Schools Community Education Activity(ies), acknowledge the risks associated with the Participant's participation therein, and in consideration of my/our minor Participant's permission to participate in said Birmingham Public Schools Community Education Activity(ies) agree to be bound by this Waiver of Liability and Hold Harmless Agreement and the terms contained herein. Additionally, I/we consent to Birmingham Public Schools seeking reasonable and necessary medical treatment for my/our minor Participant during such event or associated activities, and agree to be responsible for any cost/expenses associated with such treatment.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date