



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

As a JA Participant, I hereby agree, on behalf of myself, my representatives, executors, administrators, heirs, next of kin, successors, and assigns, as follows:

I ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH JUNIOR ACHIEVEMENT OF SOUTHEASTERN MICHIGAN, including, by way of example and not limitation, any risks that may arise from any negligence or carelessness on the part of the persons or entities being released, said persons/entities being Junior Achievement of Southeastern Michigan Inc. (JASEM) and/or their members, directors, officers, employees, representatives, agents, volunteers, and schools (collectively referred to as "Released Parties"). I also assume all risks that may in any way arise from dangerous or defective equipment or property owned, maintained, utilized, or controlled by the Released Parties, along with any risk possibly attendant to the use or existence of said equipment or property.

I certify that I am physically fit and have not been advised not to participate in JASEM activities by any qualified medical professional. I certify that there are no health-related reasons or conditions that may impede, or become aggravated by, my participation in JASEM activities. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of JASEM activities and events in which I may participate and that it will govern my actions and responsibilities before, during and after my participation in such activity or event. I understand and agree that participation in the Event is completely voluntary and is not for the benefit or profit of JASEM or Released Parties.

I HEREBY WAIVE, RELEASE, AND DISCHARGE the Released Parties from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, illness, property damage, property theft, or damages and consequences of any kind which may occur to me including during travel to and from all JASEM activities.

I HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND REFRAIN from instituting or participating in any legal action against the Released Parties for any and all liabilities or claims, known or unknown, that can or could be made as a result of participation in JA Activities, whether caused by the negligence of the Released Parties or otherwise. I acknowledge that the Released Parties are NOT responsible for the errors, omissions, acts, or failures of any party or entity conducting a specific activity on behalf of Released Parties. I acknowledge that JA Activities may involve a test of a person's physical and mental limits and carries with it potential risks that may include, but are not limited to, injuries, death, disability, and other damages to person or property caused by terrain, facilities, temperature, weather, condition of participants, equipment, and actions of other people including Released Parties, participants, volunteers, and/or organizers of JASEM activities or Events. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this Event. I further grant authority to the JASEM and Released Parties to take any action on my behalf that they may deem necessary, including but not limited to the giving of consent to any physician or hospital to provide any medical treatment medically necessary by said physician or hospital. I agree to remain liable for any costs associated with such treatment.

I understand and acknowledge that this document is of legal consequence and that I have read and fully understood its terms before agreeing to them by signing below. The Accident Waiver and Release of Liability Form shall be construed as broadly as possible in favor of the Released Parties to provide a release and waiver to the maximum extent permissible by law. Should any term of this Release be declared invalid or unenforceable, said term shall be severed from this Release or substituted for another, and the remainder of this Release shall remain in full force and effect.

I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AM AWARE THAT THIS IS A RELEASE OF LIABILITY.