

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR THE 2016 BROTHER RICE SUMMER CAMPS

1. In consideration for a grant of permission to participate in the "**2016 Brother Rice Summer Camps**" I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Birmingham Brother Rice School System (hereinafter referenced as "**Brother Rice**") its officers, agents, servants, employees, members, and any or all associates are released from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any and all losses incurred, damage or injury, including death, that may result or be sustained by me, or any of my property, **WHETHER CAUSED BY THE NEGLIGENCE of Brother Rice**, while participating in said activity, or while in, on, or upon the premises where the activity is being conducted.

2. **AWARENESS:** I am fully aware of the risks and hazards associated with my participation in said activity. I elect to voluntarily participate in this activity with full and complete knowledge that said activity may be hazardous 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 engaged in such activity, whether or not caused by the negligence of **Brother Rice**.

3. **INDEMNIFICATION:** I agree to indemnify and hold harmless **Brother Rice** from all lawsuits, judgments, claims, losses, penalties, liabilities, damages, costs, expenses, and attorneys' fees that could be incurred in connection with any claim or lawsuit based on any injury to any person or any damage to any property arising from or as a result of my participation in said activity.

4. **SETTLEMENT CLAUSE:** I agree that by indemnifying and holding harmless **Brother Rice, Brother Rice** shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event I shall indemnify and hold harmless **Brother Rice** for any such claims paid, including **Brother Rice's** reasonable attorney's fees incurred resulting from such claim.

5. **FUTURE ACTIONS:** In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

6. **JURISDICTION:** This Agreement shall be interpreted under the laws of the State of Michigan.

RELEASE AND ACKNOWLEDGMENT: In signing this Indemnification and Hold Harmless Agreement I acknowledge and represent that I have read the foregoing 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; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

PRINTED NAME (Participant)

SIGNATURE (Participant)

DATE

PRINTED NAME (Parent)

SIGNATURE (Parent)

DATE

