



Waiver & Release of Liability, Media Release Agreement

INSTRUCTIONS — Please read, sign and date. Mail completed forms to:
We're MOVING FORWARD! c/o Ronda Alcorn 2444 E. Boston Street, Gilbert AZ 85295

We're MOVING FORWARD!, is a non-commercial, not for profit Activity/Event provider. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include We're MOVING FORWARD!, and their representatives, administrators, directors, agents, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities/events or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in We're MOVING FORWARD! related events and activities/events, the Undersigned ("Undersigned" means only the Participant when the Participant is age 18 or older, or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18 or under Guardianship) agrees and acknowledges as follows:

- Risks of Activity/Event.** Participant will be taking part in activities/events that can be hazardous and involve the risk of physical injury and/or death. The activities/events could be inherently dangerous and Undersigned fully realizes the dangers of participating in the activities/events. The dangers and risks of the activities/events include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities/events and expressly assumes all risks and dangers of the participation in the Activity/Event, whether or not described above, known or unknown, inherent, or otherwise. **Participants are responsible for their own safety. If mobility, cognitive, vision or other issues can be foreseen putting any participant at risk, it is the Participants obligation to have a responsible caregiver/person attend activities with them to assist with their needs and safety. It includes all activities/events for the current year, including but not limited to:**
 - Annual Survivor Celebration Picnic – including City of Peoria
 - Play It Forward Golf Tournament and Silent Auction
 - Annual Up North Adventure – including All Seasons Lodge, Arizona Disabled Sports and Next Step Peer Mentoring & More
 - Annual Participation at Adaptive Watersports Day
 - Annual Social Bowl – Fat Cats OR AMF Mesa Lanes/Bowlmor
 - Annual Let's Pay Ball – including the Miracle League of Arizona and the Arizona Spinal Cord Injury Association
 - Annual Day in the Country – including Chad, Katie, Stan and Theresa Buhr
 - Annual Christmas Dinner & Dance
- Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities/events, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities/events.
- Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities/events prohibited by any applicable laws, statutes, regulations and ordinances; this agreement shall be governed by the laws of the State of AZ and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Maricopa County, AZ; and (c) this agreement shall be binding upon the subrogers, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.
- Media:** Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

**IF YOU ARE UNDER A GUARDIANSHIP OR UNDER THE AGE OF 18, IT IS MANDATORY TO HAVE THE GUARDIAN SIGN.
 WE'RE MOVING FORWARD IS NOT RESPONSIBLE TO KNOW IF A PERSON IS UNDER A GUARDIANSHIP.**

LIABILITY / MEDIA / PHOTO WAIVER: I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST

Participant's Signature	Participant's Name (please print clearly)	Date

I agree that my typed (electronic) signature is the legally binding equivalent to my handwritten signature.

FOR PARTICIPANTS UNDER THE AGE OF 18 PLEASE ENTER DATE OF BIRTH

Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or ward and that the minor or ward shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor or person under guardianship, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor or ward that the minor / ward otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor / ward would not be permitted to participate in the activities/events. If signing as the parent or guardian of a minor / ward Participant, signing adults represent that they are a legal parent or guardian of the minor / ward Participant.

Parent/Legal Guardian Signature	Parent/Legal Guardian Name	Relationship	Emergency Phone
			Date