

WAIVER AND RELEASE FROM LIABILITY FOR NONPROFIT

I, _____ representing my self and my family including my children, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge RISE Resource Center, Inc., Elissa Wahl, Angie Kleven, Sherry Matheny and it's agents, volunteers, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events, classes, fundraisers, special events, special projects, projects or activities conducted by, on the premises of, or for the benefit of, RISE Resource Center, Inc., Elissa Wahl, Angie Kleven, and Sherry Matheny provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities, classes, projects, events both general and special, fundraisers and functions in which I or my family including my children participate may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501(c)(3), and/or dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my family, my children, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me, my family including my children, or my property, that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with RISE Resource Center, Inc., Elissa Wahl, Angie Kleven, and Sherry Matheny, including but not limited to any volunteer activities, community events or leagues, using the facility and its equipment, practicing and/or engaging in organizational functions, philanthropic activities, other nonprofit or for profit engagements or functions and fundraisers or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of RISE Resource Center, Inc., Elissa Wahl, Angie Kleven, and Sherry Matheny, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and conditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

Printed Name

Date

Signature

Please List all family members: