**LEEP Participant and Volunteer Waiver**

**PARTICIPANTS:** READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

***ASSUMPTION OF RISK AND RELEASE OF LIABILITY***

In exchange for being allowed to participate in LEEP events and activities, and other valuable consideration, I (or my parent, legal guardian, or other representative) agree as follows:

1. **ASSUMPTION OF RISK**: I understand that LEEP provides recreational activities and that my participation in it is voluntary. I understand that participation in the LEEP events and activities carries with its certain risks, including, but not limited to, personal injury or death caused by, but not limited to, falls, contact with other participants or obstacles, activity conditions, or weather. I acknowledge that by participating in the LEEP events and activities, I appreciate and assume these risks and any other risk which I have knowledge of, during the LEEP events or activities. I acknowledge that I am solely responsible for my physical and mental fitness, and that I should consult a physician or other medical professional before engaging in physical activity such as and including the LEEP events and activities.

2. **RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE**: I agree to release, hold harmless, and covenant not to sue LEEP, their employees, agents, assigns, or any volunteer, participant, or spectator of LEEP event for any claim of ordinary negligence arising out of my participation in the LEEP event. I understand that this release, hold harmless, and covenant not to sue is limited to claims for ordinary negligence and in no way shall be construed to release claims for conduct that constitutes greater than ordinary negligence, conduct that constitutes reckless or grossly negligent conduct, or willful, wanton or intentional acts, or claims I may have that are beyond simple negligence

3. **PROMOTIONAL MATERIALS**: I give permission to LEEP to use my name, image, likeness, or any other record of my participation in the LEEP event for any promotional purposes without obligation or liability to me.

4. **NO WAIVER OR ORAL MODIFICATION**: I understand that this agreement may not be waived or modified in whole or in part except by written consent of the undersigned and LEEP. A waiver of one term may not be interpreted as a continuing waiver or waiver of any other term.

5. **INTEGRATION**: This document contains the entire final agreement of the parties, and it supersedes all prior or contemporaneous agreements, representations, or understandings.

6. **SEVERABILITY**: If any term of this agreement is not enforceable, that holding shall not affect the enforceability of any other term.

7. **ACKNOWLEDGMENT**: I acknowledge that by signing this agreement, I am giving up certain legal rights. I understand that I should contact an attorney if I have questions about these rights. By signing this document, I acknowledge that I have read it and understand its contents.

**BY SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND IT’S CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Revised 6/29/2022