

PARTICIPANT WAIVER AND RELEASE OF LIABILITY (PHYSICAL ACTIVITIES)

In consideration of the opportunity to participate in **Senior exercise** event (Events) sponsored by **St. Anastasia Catholic Church**, whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement).

1. Waiver and Release of Liability: My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to and state the following:
 - a. In consideration of being allowed to participate in the Event, I hereby agree to release St. Anastasia Catholic Church, The Roman Catholic Archdiocese of Detroit and any and all affiliated organizations, their employees, agents and representatives, including volunteers, volunteer drivers (collectively "Releasees"), from any and all claims, including negligence, which may be asserted by me, or on behalf of me, arising from or relating to my participation in the event. In the event this release is held to be invalid or unenforceable, I hereby agree to indemnify and hold harmless Releasees from any and all claims, demand, loss, liability, damages and attorney fees and costs whatsoever arising from, related to or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees which may be asserted by me, or on behalf of me, arising from or relating to my participation in the event. This release or indemnification does not apply to claims for intentional misconduct or gross negligence; nor does this release or indemnification apply to the extent of commercial insurance coverage for any claim, but this Release or Indemnification shall apply to the extent of any self-insurance or deductible applicable to any claim.
 - b. I recognize that physical exertion may be involve in the event and attest and certify that I am physically fit to participate safely, **and I have not been advised otherwise by a health care professional.** (please Initial)
 - c. As between the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.
 - d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and constructed according to the laws of the state of Michigan without regard to its conflict of laws and provisions (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted

only in the federal or state courts located in Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the parties.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I attest that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Dated:_____

Printed Name:_____

Signature:_____

(revised November 2024)