



"Dreams Come True on Woodward"

RELEASE AND WAIVER OF LIABILITY AGREEMENT

Participating Client: I, _____ acknowledge that I have voluntarily applied to participate in the *"Dreams Come True on Woodward"* event where I will be lifted/transferred from my wheelchair into a vehicle and or riding in the car with other participants. **I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if under 18): _____

Driver: I, _____ acknowledge that I have voluntarily applied to participate as a Driver in the *"Dreams Come True on Woodward"* event where I will drive my vehicle accompanied by a D-MAN Foundation client and or family member/staff. I have full coverage automobile liability for the vehicle that will be used for the D-MAN Foundation *"Dreams Come True on Woodward"* event. I acknowledge that the D-Man Foundation is not liable for any damages that may occur to my vehicle.

I verify this statement by placing my initials here: _____

As consideration for being permitted by the D-Man Foundation, to participate in the *"Dreams Come True on Woodward"* Event, **I forever release the D-Man Foundation, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releases") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any releasee in connection with any of the matters covered by the foregoing release.

As a participant, volunteer, or attendee, you recognize that your participation, involvement and/or attendance at any Danny's Miracle Angel Network events or activities (*"Activity"*) is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing

or participating in the activity, you acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and you agree that: (a) Danny's Miracle Angel Network (b) the property or site owner of the activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). By attending and/or participating in the activity, you are deemed to have given a full release of liability to the released parties to the fullest extent permitted by law.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the D-Man Foundation, and sign it of my own free will. If you are under 18 years of age, you and your parent or guardian must sign and initial this form where indicated.

Attendee/Participant:

Print Name

Signature

Date