

Waiver And Release of Liability

THIS IS A WAIVER AND RELEASE OF LIABILITY – YOU MUST READ AND FULLY UNDERSTAND THIS BEFORE SIGNING.

This Waiver and Release of Liability (the “Waiver”) is dated this 16 day of September, 2023 between:

_____, Releasor
Please print name

AND

Caritas Family Solutions, 8601 West Main Street, Suite 201, Belleville, Illinois 62223,
Releasee

IN CONSIDERATION OF the covenants and agreements contained in this Waiver and other good and valuable consideration, the receipt of which is hereby acknowledged, the Releasor and the Releasee (collectively known as the “Parties”) to this Waiver agree as follows:

1. The Releasor acknowledges that he/she is eighteen (18) years or older and wishes to participate in any and all activities associated with a benefit on September 16, 2023 event hosted by Caritas Family Solutions (“Caritas”) and entitled, Be A Kid For A Night (the “Event);
2. The Releasor also acknowledges that he/she hereby assumes all of the risks of participating in any and all activities associated with the Event, its sponsors and the property owners and their respective owners, shareholders, members, directors, officers, employees, staff, volunteers, representatives, agents and activity holders (collectively, the Releasees”), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Releasees because of their possible liability without fault; and
3. The Releasor agrees and promises to accept and assume the full responsibility of participating in the Event, including, without limitation, injuries, death, illness, disease, or damage to himself/herself, and conveys to Caritas all right, title and interest in photographic images and video content, which may be taken during the Event for marketing purposes.

In consideration of my application and permission to participate in the Event, I hereby take action for myself, my executors, personal representatives, heirs, next of kin, successors, and assigns as follows (or as a parent or guardian with legal responsibility for the participant if not myself):

Waiver And Release of Liability

(A) I WAIVE, RELEASE, AND DISCHARGE fully from any and all liability, including but not limited to, liability arising from the negligence or fault of the Releasees, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me as a result of the Event.

(B) I INDEMNIFY, HOLD HARMLESS, DISCHARGE, AND PROMISE NOT TO SUE the Releasees from any and all liabilities or claims whatsoever arising out of or related to any loss, damage or injury to person or property, including death, as a result of participation in the Event, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES or otherwise, and regardless of whether such liability arises in tort, contract, strict liability or otherwise, to the fullest extent allowed by law. I acknowledge that the Releasees are NOT responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific activity on their behalf. It is my express intent that this Waiver shall bind the members of my family and spouse, if any, and my executors, personal representatives, heirs, next of kin, successors, and assigns, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Releasees.

This **Waiver and Release of Liability** shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Waiver shall be governed by the internal laws of the State of Illinois and that the Circuit Court of St. Clair County shall have jurisdiction over this Waiver and Release of Liability. If any portion of this Waiver shall be deemed to be invalid, then the remainder of this Waiver shall remain in full force and effect. This Waiver constitutes the entire agreement and understanding of the Parties and supersedes all prior communications between them and/or their representatives, oral or written, relating to the Event.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT AND EFFECT. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A CONTRACT AND SIGN IT OF MY OWN FREE WILL.

Participant's Name _____

Participant's Signature _____ Date _____