

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Event: Partners in Hope Leap of Faith

Event Sponsor: The Community Warehouse, Inc.

I, the undersigned participant, being of legal age (18 years or older) and sound mind, acknowledge that I have voluntarily chosen to participate in the above-named event, known as Partners in Hope Leap of Faith (the "Event"), sponsored by The Community Warehouse, Inc. ("Sponsor").

1. **ASSUMPTION OF RISK:** I am aware and understand that the activities of the Event may be dangerous and may involve the risk of serious injury and/or death and/or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the Sponsor. I acknowledge that I am voluntarily participating in the activities of the Event with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of the Sponsor or otherwise.
2. **RELEASE AND WAIVER OF LIABILITY:** I hereby expressly waive and release any and all claims, now known or hereafter known, against the Sponsor, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to my participation in the Event, whether arising out of the negligence of the Sponsor or any Releasees or otherwise. I agree not to make or bring any such claim against the Sponsor or any other Releasee. I will forever release and discharge the Sponsor and all other Releasees from liability under such claims.
3. **INDEMNIFICATION:** I shall defend, indemnify, and hold harmless the Sponsor and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the activities of the Event.
4. **DISTINCT ACTIVITIES:** I acknowledge that the skydiving activities associated with the Event are conducted by Wisconsin Skydiving Center, Inc. ("WSC") and that the Sponsor has no involvement in the operation or control of these activities. I further acknowledge that I have passed WSC's physical requirements and have completed or will complete WSC's required one-hour instructional class before participating in the skydiving activities. I understand that I will be required to sign a separate waiver and release of liability with WSC in order to participate in these activities.

PARTICIPANT SIGNATURE

I have read this document in its entirety and understand its content. I am aware that this is a waiver and release of liability, and I sign it voluntarily. I also understand that I should not and may not participate in this event unless I am willing to assume the risks and obligations stated above.

Name (Print): _____

Signature: _____

Date: _____