



PARTICIPANT RELEASE AND WAIVER OF LIABILITY FORM

PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20__ confirms that I, _____ hereby release Mommas Haven of Colorado Springs, a nonprofit Community Service Club organized and existing under the laws of the United States as a Section 501(c) (4) tax exempt corporation, each of its directors, officers, employees, and agents.

I, the above named Participant, do hereby give my consent to participation in all activities of the Mommas Haven of Colorado Springs. The Participant and I the Participant are responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Mommas Haven of Colorado Springs.

1. Waiver and Release: I, the Participant, Release and forever discharge and hold harmless Mommas Haven of Colorado Springs and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant with the Mommas Haven of Colorado Springs, including claims arising out of negligence. We understand and acknowledge that this Release Discharges Colorado Springs from any liability or claim that we may have against Mommas Haven of Colorado Springs with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in the Mommas Haven of Colorado Springs activities.
2. Insurance: I, the participant, affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the participant's medical bills if injury occurs. Further, I understand that Mommas Haven of Colorado Springs does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. I, _____ expressly waive any such claim for compensation or liability on the part of Mommas Haven of Colorado Springs beyond what may be offered freely by Mommas Haven of Colorado Springs in the event of such injury or medical expenses incurred by the Participant.
3. Assumption of Risk: I, the Participant, understand that the activities provided by Mommas Haven of Colorado Springs and which the Participant is involved in may include activities that are inherently dangerous to the participant. I hereby expressly assume the risk of injury or harm **of the Participant** from these activities and Release Mommas Haven of Colorado Springs from all liability for injury, illness, death, or property damage resulting from these activities.
4. Photographic Release: I, the Participant, grant and convey to Mommas Haven of Colorado Springs all right, title, and interest in any and all photographs, images, video or audio recordings of the Participant or his or her likeness or voice made by Mommas Haven of Colorado Springs in connection with the Participant's involvement in Mommas Haven of Colorado Springs' events,

including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Medical Treatment: I, the Participant, hereby Release and forever discharge Mommas Haven of Colorado Springs from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's activity with the Mommas Haven of Colorado Springs. I give our consent for the Mommas Haven of Colorado Springsto provide, administer, or obtain medical treatment for **the Participant.**
6. Other: I, the Participant, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I, the above named Participant, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

Name (print):

Date: _____

Name (signature): _____

Phone: _____ E-mail: _____

Witness Name (print):

Date: _____

Name (signature)_____

Phone:_____ E-mail: _____