

**DAVID'S FAITH AND HOPE FOR LIFE FOUNDATION**  
**WAIVER AND RELEASE OF LIABILITY**

I consideration of permitting me to participate in David's Faith & Hope for Life B&D Basketball Camp (the "Event"), I, for myself, my heirs, assigns, personal representative and successors in interest (collectively, "Participant"), do hereby agree as follows:

1. **TO RELEASE AND DISCHARGE** DAVID'S FAITH AND HOPE FOR LIFE FOUNDATION, a Michigan nonprofit corporation, its officers, directors, employees, insurers and their respective successors and assigns (collectively, the "**Foundation**") from any and all liability to Participant directly or indirectly relating to or on account of Participant's participation in, or presence at, the Event now and forever, including, but not limited to, liability for any kind of loss, property damage, property theft, personal injury, disability and/or death, whether arising from the negligence or fault of the Foundation or otherwise, and whether foreseen or unforeseen;
2. **TO WAIVE** any and all claims, demands, causes of action, or lawsuits, known or unknown, against the Foundation that are directly or indirectly related to or on account of Participant's participation in, or presence at, the Event (collectively, "**Claims**"), now and forever, including, but not limited to, Claims for any kind of loss, property damage, property theft, personal injury, disability and/or death, whether arising from the negligence or fault of the Foundation or otherwise, and whether foreseen or unforeseen;
3. **TO ASSUME ANY AND ALL RISKS** directly or indirectly relating to or on account of Participant's participation in, or presence at, the Event, including, but not limited to, risk of property damage, property theft, personal injury, disability and/or death, whether arising from the negligence or fault of the Foundation or otherwise, and whether foreseen or unforeseen; and
4. **TO INDEMNIFY** and save and hold harmless the Foundation from any and all losses, liabilities, damages or costs that the Foundation may incur, now and forever, on account of or in any way relating to Participant's participation in, or presence at, the Event, whether caused by the negligence of the Foundation or otherwise, and whether foreseen or unforeseen.

Participant: (A) acknowledges that participating in the Event is potentially hazardous and involves the risk of serious injury and/or death and/or property damage, (B) represents that he/she has no physical or medical condition which would endanger Participant or others if Participant participates in the Event, (C) certifies that Participant has adequate insurance to cover any and all injuries or damages Participant causes or suffers while participating in the Event, and (D) grants the Foundation all right, title, and interests in any photographs, video, or audio recordings of Participant in connection with or that relate to the Event.

This Waiver is governed by the laws of the State of Michigan (excluding conflict of law principles) and is intended to be as broad and inclusive as permitted by the laws of the State of Michigan. If any portion of this Waiver is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**THE PARTICIPANT: (1) UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT, (2) HAS CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING AND FULLY UNDERSTANDS ITS CONTENTS, AND (3) IS VOLUNTARILY SIGNING.**

**Print Name (Participant):** \_\_\_\_\_

**Sign Name (Parent/Guardian):** \_\_\_\_\_

**Date:** \_\_\_\_\_