

TERMS AND CONDITIONS

I understand that my/my child's participation in any MI-IMPACT program and/or project is voluntary and I/my child is expected to behave appropriately, safely and follow all directions and requirements set forth for their respective project/program. I/my child may be removed from a program at any time at the discretion of the program director for unsafe or inappropriate behavior.

The projects and programs provided by MI-IMPACT are expected to be used and completed by the participant. Items should not be sold, transferred or otherwise disposed of. Failure to complete projects/programs will result in a participant being barred from future programs.

I understand the participant will be responsible for reporting requirements to MI-IMPACT. Each participant is required to provide a summary of program/project progress. Specific reporting requirements will be communicated upon acceptance into a project/program.

It is the parent/participant's responsibility to disclose any disability, allergy and/or health concern a participant might have. Appropriate accommodation will be provided whenever possible.

LIABILITY WAIVER

I have voluntarily elected to allow myself/my minor child identified above to participate in and use the materials necessary for the project and/or program they are applying to. In consideration for being allowed to participate in said project and/or program provided by MI-IMPACT or its employees or agents within the State of Michigan, I – on behalf of myself, my child and any other person under my supervision and control represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that the terms and conditions in this Agreement shall apply to adult and minor participants and/or observers alike.

DESCRIPTION OF ACTIVITIES, RISKS, AND POTENTIAL FOR INJURY

I acknowledge and agree that I am executing this Agreement as consideration for my child, myself and any other person under my supervision and control to use MI-IMPACT programs and projects and participate in any related activities. The use of MI-IMPACT programs and projects may be inherently and/or obviously dangerous. These risks could include serious physical or emotional injury or damage to personal property of any and all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely

voluntary. I acknowledge and agree that it is not feasible for MI-IMPACT employees to monitor the activities and actions of participants.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and the child are participating in MI-IMPACT programs and/or projects at our own risk. I acknowledge and agree that MI-IMPACT is not responsible for the actions or activities of participants or the negligence or lack of supervision of participants.

AGREEMENT TO PAY OWN MEDICAL EXPENSES

I acknowledge, accept and assume the risk of any and all medical conditions, limitations or disabilities that participants possess, whether known or unknown, which might contribute to or exacerbate any injury the participant might sustain as a result of a MI-IMPACT project or program. I acknowledge and agree that if medical assistance of any form is required as a result of injury during a project or program, such assistance shall be at my own expense.

RELEASE OF LIABILITY

I/my child hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue MI-IMPACT and their successors, predecessors-in-interest and insurers from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgements and liabilities. This release of liability includes damages of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected and whether or not concealed or hidden, arising directly or indirectly from participation in MI-IMPACT programs or projects. This agreement includes without limitation, any claim alleging negligent act(s) or omissions of MI-IMPACT, its employees, board or assigns. This release extends to claims seeking relief for any and all forms of damage or injury, including property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies to and includes all activities associated with MI-IMPACT.

If at any time I/my child incurs attorney fees for any reason related to MI-IMPACT I agree to hold MI-IMPACT, its employees, board and assignees harmless for and against all such attorneys' fees and/or costs.

ARBITRATION OF DISPUTES; TIME TO BRING CLAIM

I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren), to maintain a lawsuit against MI-IMPACT for any and all claims covered by this agreement. By agreeing to arbitration I understand that I will not have the right to have my claim

determined by a jury, and the minor child(ren) will not have the right to have claim(s) determined by a jury. ANY DISPUTE CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY/MY CHILD'S PARTICIPATION IN A MI-IMPACT PROGRAM OR PROJECT, INCLUDING BY NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, BREACH OF CONTRACT, AND/OR THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL. ARBITRATION SHALL OCCUR IN WASHTENAW COUNTY BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED PURSUANT TO MICHIGAN STATE LAW. This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Michigan without regard to choice of law principles. Any arbitration shall also be governed by the Federal Arbitration Act (9 U.S.C., Sec 1-16).

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my/my child's participation in MI-IMPACT programs and projects, I consent to the recording of myself/my child through mechanical, photographic, technical, digital, electronic or other means. I hereby consent to and authorize MI-IMPACT and its agents, representatives, employees and assigns to use, in perpetuity, such recordings/photographs as well as my child or my first name, for any purpose, including advertising, promoting and/or publicizing MI-IMPACT. I further agree that the forgoing includes the consent to use my/my child's physical likeness in any form. In addition, I waive any and all claims I may have in connection with recordings/photographs. I may withdraw this consent at any time by contacting MI-IMPACT in writing.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child participates in a MI-IMPACT program or project.

I UNDERSTAND THAT SAFETY IS MY RESPONSIBILITY; I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PARTICIPANT RESPONSIBILITY:

- a. I acknowledge that there are inherent risks in participating in MI-IMPACT projects and programs. Participants accept the risks of which an ordinary and prudent person is or should be awarded. Participants have a duty to exercise good judgment and act in a responsible manner while completing programs/projects. Participants have a duty to obey all oral or written warnings, or both, prior to or during participation.
- b. I/my child has a duty to properly use all safety equipment provided.

- c. I/my child has a duty to not participate and not allow a child to participate in any activity or use equipment, if you or said child have pre-existing medical conditions that could cause injury to you or your child.
- d. I understand my child must be supervised by a parent, guardian or caretaker at all times.
- e. This agreement must be signed before participating in any MI-IMPACT program or project.
- f. I understand I/my child have mandatory reporting requirements to participate in MI-IMPACT programs/projects. These requirements will be provided to me upon acceptance into a program/project.

ACKNOWLEDGMENT OF RULES AND WARNINGS

I/my child agrees to follow and obey all warnings, rules, policies and educational materials. I further agree that, as applicable, prior to each participant beginning each program/project, I will ensure each child understands all safety rules, warnings and education materials. I shall assume all responsibility for their compliance therewith.

I have had sufficient opportunity to read this document. I have read and understand the terms and agree to be bound by its terms. I understand that no employee of MI-IMPACT has the authority to waive any provision of this agreement. This agreement constitutes and contains the entire agreement between MI-IMPACT and the participant. I agree that if any portion of this agreement is found to be unenforceable, the remaining portion of this agreement shall remain in full force and effect.

I represent and warrant that I am the parent, legal guardian, power of attorney or participant and have the authority to execute the agreement on my behalf or the behalf of my child. I have read each and every paragraph of this document and I (and they) agree to be bound by the terms. I further agree to indemnify and hold harmless MI-IMPACT from any and all claims which are brought by or on behalf of myself/my child. I am 18 years of age or older. I am entering into the agreement on behalf of myself, my spouse or domestic partner, the child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and any else who can claim by or through such person or persons.

IN SUMMARY, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN/FAMILY ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM MI-IMPACT AND ANY RELATED ENTITY.