

# WAIVER OF LIABILITY

## KRAUS-ANDERSON® COMMUNITY FOUNDATION

In consideration of the opportunity afforded me to assist on a voluntary basis in the Kraus-Anderson Community Foundation (KACF) dba Kraus-Anderson Bike Duluth Festival (KABDF) 2019 fundraising event, an event which benefits nonprofit charities in the community of Duluth, Minnesota, and in light of the aims and purposes of the community service provided by KACF in organizing this project, I hereby waive and forever discharge KACF, its affiliates and its officers and directors collectively or individually, as well as any volunteers, sponsors, City of Duluth, or hosts of events associated with this event, their respective agents, employees, volunteers and guests, (all of the foregoing entities and individuals being herein sometimes collectively called the "Released Parties"), from any and all demands, injuries, damages, claims, liabilities, actions, or cause of action arising from and/or as a result of my participation in the event or caused by the negligence, strict liability or other fault, actions, inactions or conduct of the Released Parties. Without limiting the generality of the foregoing, I agree that this waiver shall include any rights or causes of action resulting from personal injury to me or damage to any personal property arising out of or related to any active or passive negligence, or other non-willful misconduct sustained in connection with my activities for the event, including but not limited to claims arising out of hazardous conditions on the premises.

I agree that this release is binding upon my heirs, executors, administrators and assigns. I also recognize that the activities associated with this event could be potentially dangerous and could result in serious personal injury or property damage. Nevertheless, I assume the risk of such injury, whether these risks are known or unknown to me, and I release and absolve the Kraus-Anderson Community Foundation and all other Released Parties from all responsibility or liability of any description.

I also grant KACF dba KABDF unrestricted permission to use, copy, reproduce, alter, display, distribute, publish, and/or exhibit any pictures, video or narrative in which I may be included, through any means of communication whatsoever for any lawful purpose whatsoever. I further release and discharge KACF dba KABDF from any and all claims arising out of such lawful use or activity.

I am eighteen (18) years of age or older.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Group Affiliation:  Kraus-Anderson or  \_\_\_\_\_ check one

Signature: \_\_\_\_\_

Emergency Contact Name & Number \_\_\_\_\_

# WAIVER OF LIABILITY - PARENTAL PERMISSION

## KRAUS-ANDERSON® COMMUNITY FOUNDATION

In consideration of the opportunity afforded to my child as a volunteer in the Kraus-Anderson Community Foundation (KACF) dba Kraus-Anderson Bike Duluth Festival (KABDF) 2019 fundraising event, an event which benefits nonprofit charities in the community of Duluth, Minnesota, and in light of the aims and purposes of the community service provided by KACF in organizing this project, I give my permission for my child to participate in the event, and I, on behalf of my child and myself, waive any right or cause of action arising from and/or as a result of my child's participation in the event from which any liability may or could accrue against KACF, and/or its officers and directors collectively or individually, as well as any volunteers, sponsors, City of Duluth, or hosts of events associated with this event, their respective agents, employees, volunteers and guests (all of the foregoing entities and individuals being herein sometimes collectively called the "Released Parties").

Without limiting the generality of the foregoing, I, on behalf of my child and myself, agree that this waiver shall include any rights, demands, injuries, damages, claims, actions or causes of action resulting from personal injury to my child or damage to my child's property arising out of or related to any active or passive negligence, or other non-willful misconduct sustained in connection with my child's activities for the event, including but not limited to claims arising out hazardous conditions on the premises.

I agree that this release is binding upon my child's heirs, executors, administrators and assigns. I also recognize that the activities associated with this event could be potentially dangerous and could result in serious personal injury or property damage. Nevertheless, my child assumes the risk of such injury, whether these risks are known or unknown, and my child absolves the Kraus-Anderson Community Foundation and all other Released Parties from all responsibility or liability of any description.

I also grant KACF dba KABDF unrestricted permission to use, copy, reproduce, alter, display, distribute, publish, and/or exhibit any pictures, video or narratives which may include my child or myself, through any means of communication whatsoever for any lawful purpose whatsoever. I further release and discharge KACF from any and all claims arising out of such lawful use or activity.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Printed name of youth: \_\_\_\_\_

Age of youth (must be at least 12): \_\_\_\_\_

Printed name of parent/guardian: \_\_\_\_\_

Signed name of parent/guardian: \_\_\_\_\_

**Emergency Contact Name & Number** \_\_\_\_\_