

# Champions Community Foundation

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## Collective Waiver and Release of Liability

In consideration of the risk of injury while participating in any activities associated with Champions Community Foundation, Inc. (under which the Champions Wheelchair Sports program is operated), Champions Place, LLC, and Champions Place Resident Association (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity and do hereby release and forever discharge Champions Community Foundation, Inc.; Champions Place, LLC; Champions Place Resident Association; Mount Pisgah Christian School, Inc.; and Mount Pisgah United Methodist Church, Inc.; all such entities being located at 9820 Nesbit Ferry Rd., Alpharetta, Georgia 30022; 2850 Old Alabama Road, Johns Creek, Georgia 30022; and 9460 Nesbit Ferry Road, Roswell Georgia 30022, (together hereinafter referred to as "Released Parties") their affiliates, managers, members, agents, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from, and during this Activity.

I agree to indemnify and hold harmless the Released Parties against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Released Parties incurs any of these types of expenses, I agree to reimburse the Released Parties for such expenses incurred.

I acknowledge that the Released Parties and their trustees, directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Released Parties.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and action of others, including but not limited to, participants, volunteers, spectators, coaches, events officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that is it a release of liability. I expressly agree to release and discharge the Released Parties and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives,

predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against the Released Parties for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence and gross negligence, this release is also for negligence and gross negligence on the part of the Released Parties, its agents, and employees.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and the Released Parties agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it was entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS FOR YOURSELF AND OTHER GUEST LISTED BELOW.**

Print Name of Guest \_\_\_\_\_  
Last First MI

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
**PARENT/LEGAL GUARDIAN OF Other Guest (if Other Guest is under 18 years old or subject to guardianship)**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_