

WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability ("**Waiver**") is given by Grantee to the Dominic Duhn Memorial Foundation, Inc. ("**Foundation**") as of the Effective Date.

1. Recitals.

- a. Foundation is a Michigan nonprofit corporation whose mission is to provide social and economic benefits to the Northville, Michigan community in the memory of Dominic Duhn. Dominic Duhn was a Northville resident and an avid skateboarder. While riding his skateboard, he was struck by a car and killed. Working in Dominic's memory, the Foundation raised funds to develop the Unity Skatepark. Foundation has also received contributions that allow the Foundation to make skateboards and skateboarding lessons available to children who are at risk or underprivileged through the Foundation's "Skateboard to Success" program (the "**Program**").
- b. Grantee is interested in skateboarding and participating in the Program, including receiving a skateboard and skateboarding lessons from the Program (collectively, the "**Grant**").
- c. Grantee makes and delivers to Foundation this Waiver to induce Foundation into making the Grant.

2. Grantee's Promises. As Grantee, I [REDACTED] hereby represent, warrant and promise to Foundation as follows:

- a. I promise that my age is properly disclosed as follows:
 - i. [REDACTED] I am over the age of eighteen (18) years and I am otherwise legally competent to enter into agreements;

OR

 - ii. [REDACTED] I am NOT over the age of eighteen (18) years and I shall sign this Waiver and so, too, will my parent or legal guardian.
- b. I know that skateboarding and skateboarding equipment and skateboarding lessons are inherently dangerous and that my participation in skateboarding activities and the Program is my voluntary act.
- c. Foundation has made the Grant at my request and the only consideration that I have given for the Grant is this Waiver.
- d. Receiving the Grant and using the skateboard and the skateboarding lessons included in the Grant are my voluntary acts.
- e. I will only use the Grant for its intended purpose and I will always make my best effort to use the Grant with care and in the safest possible manner.
- f. I will never look to Foundation for recovery of any costs or for recovery of any damages or other claims made against me or by me or on my behalf as a result of my receiving the Grant or my participating in skateboarding lessons and/or other skateboarding activities. In this regard, I hereby waive and release any and all liabilities, losses, expenses, costs, charges actions, demands, lawsuits, cases, controversies or other claims (collectively,

"Claims") that I might attempt to assert against Foundation and/or the Program. I further agree to indemnify and save Foundation and/or the Program harmless from any Claims that might be asserted against Foundation and/or the Program by one or more third-parties due to Foundation's having made the Grant to me. The Foundation and the Program shall have no liability to me, my estate, my personal representatives, my heirs, successors and/or assigns for any reason.

3. **Binding Effect.** This Waiver shall be binding upon the parties hereto and their respective estates, personal representatives, heirs, executors, administrators, successors, and assigns.
4. **Severability.** If any provision of this Waiver shall, under any circumstances, be deemed invalid or inoperative to any extent, it is agreed and understood that such invalidity shall not invalidate the whole Waiver, but the Waiver shall be construed as not to contain the provision or provisions deemed invalid and inoperative.
5. **Governing Law.** The construction and interpretation of this Waiver shall at all times and in all respects be governed by the laws of the State of Michigan, and venue shall be appropriate in the state or federal courts situated in Wayne County, Michigan.
6. **Execution.** This Waiver may be executed and delivered in any number of counterparts and by electronic transmission, all of which when executed and delivered, including electronically, shall have the force and effect of an original.

Effective Date: _____

Grantee:

Grantee Parent or Guardian:

Name: _____
Address: _____

Phone/Text: _____
Email: _____

Name: _____
Address: _____

Phone/Text: _____
Email: _____