

INSTRUCTIONS FOR WAIVER COMPLETION:

A waiver must be signed for EVERYONE attending the retreat. The same waiver is used for EVERYONE, it just has to be filled out differently depending on age:

If the person in your group is of legal age (18 or over with no appointed guardian):

- The waiver should be completed by each legal age themselves by:
 - (1) Filling in his/her name on the first line
 - (2) Reading the entire document
 - (3) Signing and dating at the end of the document.

If the person in your group is not of legal age (a minor):

- The attached waiver must be completed by the GUARDIAN of the minor by:
 - (1) The GUARDIAN filling in the name of the minor on the first line
 - (2) The GUARDIAN reading the entire document
 - (3) The GUARDIAN signing the name of the GUARDIAN on the guardian line and dating at the end of the document.

You must return all waivers for all people in your group going to the retreat to Jana White postmarked by **May 1st** in order to attend the retreat.

Check list:

- _____ Waiver – name filled in, signed and dated for each LEGAL AGE member of your group (originals only – no copies)

- _____ Waiver – name filled in, signed (by the GUARDIAN) and dated for each UNDER AGE member of your group. (originals only – no copies)

- _____ Ensure that there is a waiver for EACH member of your group signed and included in your packet and send to:

Jana White c/o
Fowler Measle & Bell, PLLC
300 West Vine St. Suite 600
Lexington, KY 40507

- _____ Your waivers must be postmarked by **May 1st, 2012** in order to participate in the retreat.

**If you have any questions regarding this waiver, please email Jana:
janasmootwhite@gmail.com.**

ADULT PARTICIPANT AND PARENT/LEGAL GUARDIAN RELEASE

BY SIGNING THIS DOCUMENT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

RELEASE AND WAIVER OF LIABILITY

I, _____ (please print participant's name), wish to participate in the Children's Hemiplegia and Stroke Association's ("CHASA") 2012 Family Retreat, July 15-18, in Arlington, Texas at the Sheraton Hotel ("Retreat"). I am of legal age and have read this Release and Waiver of Liability and fully understand the content and am bound by it. If not of legal age, my parent or legal guardian has read and fully understands the Release and Waiver of Liability and acknowledges that I am completely bound to the terms of the Release and Waiver of Liability by their signature.

I acknowledge, agree and represent that I understand the nature of this Retreat and that I am qualified, in good health, and in proper physical condition to participate in the Retreat. I fully understand that the Retreat involves activities and dangers that may be caused by my own actions or inactions, by the action or inactions of others participating in or involved with the Retreat, by items provided by CHASA or the Retreat premises, or by the conditions of the premises upon which the Retreat takes place. I fully understand that there may also be other risks and social and economic losses either known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs and damages that I incur as a result of my participation in the Retreat.

I accept and assume all risks, and I hereby, on behalf of myself, my personal representatives, assigns, heirs and next of kin, hereby waive, release, forever discharge, indemnify and agree to hold harmless CHASA, its officers, directors, board members, administrators, employees, volunteers, participants, sponsors, organizers, promoters, agents, representatives and assigns, and any and all other persons, firms, or corporations who may be involved with promoting, organizing or conducting this Retreat of and from any and all losses, costs, damages, claims, demands, rights and causes of action which may arise and result from any and all injuries or damages (including, but not limited to illness, disability and/or death), both to property and to person, or of any other damages or injuries not included herein, occurring during or as a result of my participation in this Retreat or while on the premises of this Retreat. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above named parties, or otherwise. I further agree that I will be responsible, individually, for any property damage or personal injury that I cause by my own negligent or intentional acts while participating in the Retreat.

I do hereby consent and authorize event organizers, representatives, participants and sponsors to obtain emergency medical treatment for me in case of any illness or injury that may occur during the event. I understand and accept that any costs, including but not limited to medical costs incurred with respect to emergency treatment, will be my sole responsibility.

Further, I recognize that photographs and videotapes will be taken during this Retreat and may be used in CHASA and other promotional materials (website, media releases, brochures, etc.), and I hereby give my full permission to this Retreat and its sponsors and corporate sponsors to use any photographs, videotapes, or other recordings of me that are made during the course of this Retreat for any purpose whatsoever.

ADDITIONAL WARNINGS:

Participants should be aware that the 2012 Retreat premises presents certain risks to participants including, but not limited to: a swimming pool and fountains without a lifeguard on duty and golf cart and bus transportation on and to and from the premises. **No Minor Participant should be allowed on the premises unsupervised.**

I have had the opportunity to read this agreement and fully understand its terms. I understand that, by signing this agreement, I am giving up substantial rights. I acknowledge and agree that I have signed this agreement freely and without inducement or assurance of any nature and intend it to be a complete unconditional release of liability to the greatest extent allowed by law, and I agree that, if any portion of this agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

Participant's Signature

Date

Parent or Guardian's Signature (if participant is a minor)