

**PARTICIPATION WAIVER, RELEASE
OF LIABILITY AND AGREEMENT TO INDEMNIFY**

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

_____ (the "Program Coordinator"), from time to time offers community service programs, such as the program entitled "To Hell and Back: Community Awareness An Educational Program on the Reality of Burn Injuries" (the "Program") for the benefit and education of its participants and other members of the community. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, in consideration for my being permitted to participate in the Program and any and all activities related to or in connection with this Program, it is hereby agreed as follows:

I. Acknowledgement of Damage and Risks. I acknowledge and understand that my participation in the Program is a potentially hazardous activity which involves risks, inherent and otherwise, that cannot be eliminated and which may cause serious physical, mental, or emotional injury, illness, paralysis, or even death to myself or other persons and/or loss of or damage to my personal property. Some of these risks include, but are not limited to, negligence of any of the Released Parties (as defined below) or any other person involved with, participating in or watching the Program. **I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise,** related to my participation in the Program and acknowledge that I am voluntarily participating in the Program with full knowledge and awareness of such risks.

II. General Release and Waiver of Liability. Acknowledging that these risks exist, I (personally and on behalf of my heirs, successors and assigns) hereby irrevocably **RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE** _____, The People's Burn Foundation of Indiana, Inc., VideoIndiana, Inc., and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, volunteers, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, actions, suits, proceedings, expenses, and attorney fees that I or anyone on my behalf (including but not limited to my heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Program, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

III. Agreement to Defend and Indemnify the Released Parties. I also agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, expenses, and attorney fees that I or anyone on my behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Program, or for my failure to comply with the terms of this Participation Waiver, Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

IV. Representations and Agreement to Terms and Conditions. I also represent that: (i) I have read the foregoing Participation Waiver, Release of Liability and Agreement to Indemnify; (ii) have been given an opportunity to ask questions about its contents; (iii) fully understand its contents and the waiver of legal rights contained therein; (iv) understand that the above release is intended to be as broad as permitted by applicable law; and (v) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

VI. Governing Law. This document is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in Marion County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

By: _____
Print Participant's Name: _____
Date: _____

By: _____
Print Coordinator's Name: _____
Date: _____