

## WAIVER AND RELEASE FROM LIABILITY

I, \_\_\_\_\_, participant/volunteer, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the COLORADO SPRINGS DOWN SYNDROME ASSOCIATION ("CSDSA") including its agents, volunteers, employees, officers, directors, affiliates, successors and assigns (hereinafter, the "Released Parties"), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, sponsored by, on the premises of, or for the benefit of, COLORADO SPRINGS DOWN SYNDROME ASSOCIATION provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions in which I participate may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501(c)(3). On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned Released Parties.

By this Waiver, I assume all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with participation on behalf of COLORADO SPRINGS DOWN SYNDROME ASSOCIATION or the Released Parties including but not limited to any CSDSA sponsored social, community, volunteer, or other activities, or events using COLORADO SPRINGS DOWN SYNDROME ASSOCIATION facilities or equipment, practicing and/or engaging in organizational functions, philanthropic activities, other nonprofit or for profit engagements or functions and fundraisers or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of COLORADO SPRINGS DOWN SYNDROME ASSOCIATION, whether by agreement, by operation of law, or otherwise.

**For Participant:** I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I hereby certify that I am 18 years of age or older, mentally competent to enter into this waiver, and have read the above carefully before signing.

**For Parent/Legal Guardian:** I have read, understand and fully agree to the terms of this this WAIVER AND RELEASE on behalf of participant. I understand and confirm that I am placing the participant in the care of CSDSA representatives, volunteers/chaperones, or other designated persons, and by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I hereby certify that I am the parent or legal guardian of the participant, can make decisions on his/her behalf, and have read the above carefully before signing.

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DATE	PRINTED NAME	SIGNATURE
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DATE	PARENT/LEGAL GUARDIAN PRINTED NAME	PARENT/GUARDIAN SIGNATURE
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**COLORADO SPRINGS DOWN SYNDROME ASSOCIATION  
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