

The Whole Person Waiver & Release of Liability, & Media Release Agreement – KS/MO Events

Please read carefully! Upon submission, this is a legal acknowledgement of the following:

This Release and Waiver of Liability (the “Release”) is executed on DATE and TIME listed below, by NAME listed below (the “Participant”) in favor of The Whole Person, Inc., a Missouri nonprofit corporation, and its directors, officers, employees, volunteers and agents (collectively, the “Released Parties”).

The Whole Person (“Released Party”) is a non-commercial, not for profit activity provider. The purpose of this agreement is to exempt, waive and relieve the Released Party from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Party. “Released Parties” include The Whole Person and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in The Whole Person related events and activities, the Undersigned (“Undersigned” means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant’s parent(s) or legal guardian(s) when the Participant is under the age of 18) agrees and acknowledges as follows:

- Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and/or negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.
- Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in the activities.
- Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of KS and MO and the exclusive jurisdiction and venue for any claim shall be located in the state courts in KS and MO; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS.
I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Participant’s Signature	Participant’s Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18

Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activities. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name (print)	Relationship	Date

MEDIA / TESTIMONY RELEASE

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears and provides verbal testimony. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and/or advertising purposes, television programs, and internet without limitations or reservations.

Participant’s Signature	Participant’s Name (please print clearly)	Date

Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name (print)	Relationship	Date