

## RILEY CHILDREN'S FOUNDATION

### ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION

In exchange for my being allowed to volunteer (as a "Volunteer") for or participate (as a "Participant") in a dance marathon (the "Event"), a program conducted by Bloomington High School South Dance Marathon Council for the benefit of James Whitcomb Riley Memorial Association, d/b/a Riley Children's Foundation (the "Foundation"), and James Whitcomb Riley Hospital for Children (the "Hospital"), I, \_\_\_\_\_, of

\_\_\_\_\_ (home address),  
and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. Description of Event. The Event is a marathon in which the participants stay on their feet or dance continually with only limited breaks. It will occur on Saturday, March 31, 2007 in the Purple gym at Bloomington South H.S. It is an event that tests a person's physical, mental, and emotional limits in the extreme.

2. Not a Foundation-Sponsored Activity. I understand and acknowledge that the Event is not sponsored, conducted, supervised, or monitored by the Foundation, the Hospital, Indiana University, or Clarian Health Partners, Inc. (collectively, the "Corporations"), and that the Foundation and the Hospital are merely the beneficiaries of a portion of the proceeds from the Event. I further understand and acknowledge that none of the Corporations will, nor does any of them have the obligation to, make available any medical equipment or personnel at or in connection with the Event for the benefit of Volunteers for or Participants in the Event.

3. Voluntary Involvement. I understand and confirm that my involvement in the Event as a Volunteer or a Participant is voluntary.

4. Parental Approval. I have informed my parents of my intention to participate in the Event, and I have obtained their approval of my participation in the Event.

5. Identification of Risks. I understand that my involvement in the Event as a Volunteer and/or Participant may carry risk of injury and loss, both to person and to property. I also understand that such risk of injury may include the possibility of permanent disability and death. I understand that this Acknowledgment, Waiver, Release of Liability, and Indemnification is intended to address all of the risks of any kind associated with my involvement as a Volunteer and/or a Participant in any aspect of the Event, including, particularly, such risks created by actions, inactions, carelessness, or negligence on the part of the Corporations or any of their directors, trustees officers, employees, agents, volunteers, successors, or assigns.

6. Assumption of Risks. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my involvement in the Event as a Volunteer and/or a Participant. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my involvement in the Event as a Volunteer and/or a Participant.

7. Release and Waiver. I release the Corporations and their directors, trustees, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, damage, or expense, including attorneys' fees, in any way connected with my involvement in the Event as a Volunteer and/or a Participant (a "Claim"), whether or not caused in whole or in part by the negligence or other misconduct of any of the Corporations, any of the individuals mentioned above, or any other Volunteer or Participant in the Event.

8. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) the Corporations and their directors, trustees, officers, employees, agents, volunteers, successors, and assigns from all Claims (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument) in any way connected with or arising out of my involvement in the Event as a Volunteer and/or a Participant (including Claims relating to my actions while under the influence of alcohol or any other substance served or made available in connection with the Event), whether or not caused in whole or in part by the negligence or other misconduct of any of the Corporations, any of the individuals mentioned above, or any other Volunteer or Participant in the Event.

9. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Corporations and their successors and assigns.

10. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

11. Applicable Law. Because each of the Corporations is located in the State of Indiana and the Event is being held in the State of Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

**THIS IS AN ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION. I HAVE READ THIS ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION VOLUNTARILY.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If the person involved in the Event as a Volunteer and/or a Participant is not yet 18 years old, both parents or the legal guardian(s) also must sign:

In exchange for my/our child or ward having the opportunity to be involved in the Event as a Volunteer and/or a Participant, and as the parents or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Acknowledgment, Waiver, Release of Liability, and Indemnification.

\_\_\_\_\_  
Printed Name (Parent or  
Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Parent or  
Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date