

**GENTEX SANTA PARADE PARTICIPANT AND VOLUNTEER
ASSUMPTION OF RISK, WAIVER & RELEASE OF ALL CLAIMS**

By signing this Assumption of Risk, Waiver and Release Agreement, I am registering _____ (Name of Organization and or Person). I am authorized to participate in and/or volunteer for the 2024 Gentex Santa Parade.

For myself, and on behalf of listed organization I have registered for the Event, my (and their) heirs, executors, administrators, trustees, and assigns, I agree as follows:

- (A) I understand and agree that volunteering and/or participating in the Event may be hazardous and carries certain inherent risks of accident, injury, disability, loss and/or damage regardless of severity including but not limited to death. I affirmatively represent and warrant by signing this Waiver and Release for the Event I and anyone else I have registered for the Event are physically fit to participate in the Event and/or to perform the tasks required of volunteers;
- (B) I understand all the risks associated with volunteering and/or participating in the Event. I hereby acknowledge and agree that I am knowingly, freely and voluntarily assuming any and all risks of accident, injury, disability, loss and/or damage regardless of severity including but not limited to death by registering, volunteering and/or participating in the Event;
- (C) I acknowledge the novel coronavirus (as defined by the World Health Organization and any strains, variants and/or mutations thereof) and SARS-CoV-2 (the virus that causes COVID-19) (collectively "COVID-19") is an extremely contagious disease that can lead to severe illness, personal injury, permanent disability and death. According to the Centers for Disease Control, the risk of exposure applies to everyone and certain individuals including older adults (people 65 years and older) and people of any age with underlying medical conditions might be at higher risk of severe illness, permanent disability and death from COVID-19.
- (1) I acknowledge the risk of exposures to COVID-19 and any other communicable disease includes the risk that I may come into contact with people who are not experiencing or displaying symptoms and/or unaware of they have COVID-19 and/or any other communicable disease. I understand and acknowledge that I may expose others that I come into contact with later even if I am not experiencing or displaying symptoms of COVID-19 and/or any other communicable disease. I acknowledge and understand by registering myself or someone else to participate in or volunteer for any Event, I could come into contact with other persons who may be ill, contagious or unaware they have COVID-19 and/or any other communicable disease. I acknowledge and understand by registering myself or someone else to participate in or volunteer for any Event I may be exposed to COVID-19 and/or any other communicable disease.
- (2) I understand and acknowledge while Gentex Santa Parade and its Event Sponsors (as defined below) will make reasonable efforts to reduce the spread or COVID-19 and/or any other communicable disease, I understand and acknowledge the Gentex Santa Parade and its Event Sponsors cannot eliminate all risks of being exposed to and/or becoming infected with COVID-19 and/or any other communicable disease.

- (3) I understand and acknowledge my knowing and voluntary participation in the Event, whether as a volunteer and/or participant could increase my risk of being exposed to and/or becoming infected with COVID-19 and/or any other communicable disease.
- (4) I understand, acknowledge and agree by registering and participating as a volunteer and/or participant in the Event I am voluntarily assuming any and all risks related in any way to being exposed to and/or becoming infected with COVID-19 and/or any other communicable disease including but not limited to illness, injury, permanent disability regardless of severity and/or death.
- (D) I am hereby voluntarily assuming, accepting sole responsibility for and expressly waiving any and all claims of every kind or nature whatsoever against the Event Sponsors including but not limited to any and all accident, illness, injury, disability, regardless of severity and/or death;
- (E) By registering for this event, whether as a volunteer and/or participant, I for myself, and on behalf of listed organization registered for the Event, my (and their) heirs, executors, administrators, trustees, and assigns, expressly release, agree to indemnify and hold harmless and waive any and all rights and claims of any and all kind and nature I may have against Gentex, Meijer, City of Grand Rapids, Experience Grand Rapids, First United Methodist Church, Amway Grand Plaza, DeVos Place, Fans of Valley Field, or Riverbank Events and Media, LLC, including their respective parent companies, subsidiaries, affiliates, employees, directors, officers, agents, officials, volunteers, consultants, advertisers, or sponsors (collectively, the "Event Sponsors") from and against any and all risks of any and all kind including but not limited to any and all accident, illness, injury, disability, regardless of severity and/or death including those associated with being exposed to and/or becoming infected with COVID-19 and/or any other communicable disease as well as any and all claims, complaints, causes of action, lawsuits, demands, damages, obligations, costs or expenses of any kind or nature whatsoever, whether direct or indirect, in law or in equity, in contract or in tort including those which arise from the sole negligence of the Event Sponsors or otherwise, whether known or unknown, arising out of or in connection with my registration and/or participation in the Event whether as a volunteer and/or participant. This release, agreement to hold harmless and indemnify and waiver of liability is intended to be as broad and as inclusive as is permitted by Michigan law.
- (F) I authorize the Event Sponsors to use any photographs, personal narratives, interviews, and audio and video recordings of my participation in the Event for any and all purposes;
- (G) I acknowledge that candy and all giveaways cannot be thrown under any circumstances.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER & RELEASE OF ALL CLAIMS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, AND FURTHER I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I REPRESENT, WARRANT AND ACKNOWLEDGE IT AM FREELY AND VOLUNTARILY SIGNING IT AND HEREBY WAIVE ANY AND ALL CLAIMS OF FRAUD, DURESS, UNDUE INFLUENCE OR INDUCEMENT WHICH MY INVALIDATE THIS AGREEMENT. I UNDERSTAND THE SERIOUSNESS OF THE POTENTIAL RISKS OF ANY AND ALL ACCIDENT, INJURY, DISABILITY, LOSS AND/OR DAMAGE REGARDLESS OF SEVERITY INCLUDING BUT NOT LIMITED TO DEATH BY REGISTERING, VOLUNTEERING AND/OR PARTICIPATING IN THE EVENT. I UNDERSTAND AND AGREE I AM PARTICIPATING WHETHER AS A VOLUNTEER OR PARTICIPANT SOLELY AT MY OWN RISK. I REPRESENT AND WARRANT IF THE PARTICIPANT OR VOLUNTEER IS UNDER THE AGE OF 18, I UNDERSTAND AND AGREE THIS ASSUMPTION OF RISK, WAIVER & RELEASE OF ALL CLAIMS APPLIES TO AND FULLY BARS ANY AND ALL CLAIMS THAT THE MINOR

VOLUNTEER OR PARTICIPANT MAY HAVE AND ANY AND ALL CLAIMS THE PARENT OR LEGAL GUARDIAN OF THE MINOR VOLUNTEER OR PARTICIPANT MAY HAVE. I UNDERSTAND AND AGREE THIS ASSUMPTION OF RISK, WAIVER & RELEASE OF ALL CLAIMS APPLIES TO ALL INDIVIDUALS SIGNING THIS FORM.

Participant/Volunteer: _____

Date: _____

If the participant or volunteer is under the age of 18, I represent and warrant I am the parent or legal guardian of the above participant or volunteer and that I have registered the participant or volunteer for this event. I have read this Assumption of Risk, Waiver & Release of All Claims.

Parent or Legal Guardian: _____

Date: _____