

STARFISH PROJECT RELEASE OF LIABILITY
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of events organized by STARFISH PROJECT, I agree for myself and my child (if applicable) to the following:

_____ **CONSENT AND ACKNOWLEDGEMENT.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by STARFISH PROJECT, or the employees, representatives or agents of STARFISH PROJECT. I certify that I have explained the STARFISH PROJECT rules to any child listed in this waiver. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child from the STARFISH PROJECT, INC event. I certify that I and/or my child are physically able to participate in all activities at STARFISH PROJECT without aid or assistance. I agree to pay for all damages caused by any negligent, reckless, or willful actions by me or my child.

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

_____ **PHOTOGRAPHY.** I consent to allow STARFISH PROJECT the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child and to use my or my child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

_____ **ASSUMPTION OF THE RISKS AND WAIVER.** I recognize that there are certain known and unanticipated risks associated with this event, and I assume full responsibility for personal injury to myself and (if applicable) my child, and I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in activities at said event. This release is intended to discharge in advance STARFISH PROJECT, its officers, employees and agents from any and all liability arising out of or connected in any way with my participation in events organized by STARFISH PROJECT. EXCEPT IN THE EVENT OF STARFISH PROJECT'S GROSS NEGLIGENCE AND WILLFULL AND WANTON MISCONDUCT, I SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST STARFISH PROJECT FOR ANY ECONOMIC AND NONECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD THAT ARE IN ANY WAY ASSOCIATED WITH STARFISH PROJECT.

It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and defend STARFISH PROJECT against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my child's use of or presence upon the facilities of STARFISH PROJECT.

_____ **MEDICAL AUTHORIZATION.** In the event of an injury to myself or a minor Participant while at STARFISH PROJECT, I give my permission to STARFISH PROJECT or to its employees, representatives or agents to arrange for all necessary medical treatment for which I shall be financially responsible. I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. STARFISH PROJECT shall have the following powers to: a) seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital and b) authorize medical treatment or medical procedures in an emergency situation.

_____ **DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any

outstanding issues will be submitted to final and binding arbitration. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. Any legal or equitable claim that may arise from participation in the above shall be resolved under Kansas law. I ON BEHALF OF MYSELF AND/OR MY CHILD HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS AGREEMENT.

I ACKNOWLEDGE THAT ALL PROVISIONS ARE APPLICABLE UNTIL I REVOKE THIS DOCUMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND STARFISH PROJECT AND I SIGN IT OF MY OWN FREE WILL. In addition, I am aware that including my email address may result in receiving emails from STARFISH PROJECT.

Signature of Participant

Date

CONSENT OF PARENT/GUARDIAN (*If Participant is a minor*) I am the parent or legal guardian of the participant listed below. I hereby consent that the participant may participate in activities at this, or any other STARFISH PROJECT event and I hereby execute the Agreement, Waiver and Release on his/her behalf. I hereby affirmatively state that the said Participant is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense that they may incur as result of the death or any injury or property damage that said participant may sustain while participating in activities at any such STARFISH PROJECT event.

Signature of Parent/Guardian

Relationship to Participant (if applicable)

Phone

Email Address

Name and date of birth for each minor participant:

Emergency Contact's Name

Emergency Contact's Phone