

## Waiver and Release

I wish to participate in Ready, Willing...Enable!™, an excursion to the Commonwealth of Dominica from \_\_\_\_\_(start date) to \_\_\_\_\_(end date) [the “Event”]. I understand that a certain percentage of the net monies raised from the Event will benefit the Dominica Association of Disabled People, Special Olympics - Dominica., the Alpha Centre, and Lifeline Ministries, (collectively, the “Beneficiaries”), and Ready, Willing...Enable!, Inc. (“RWE”). I understand that the Beneficiaries and RWE are not-for-profit organizations.

I understand that while participating in the Event, I will be traveling by car and by foot where many hazards exist and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during this event that may result in serious injury or death. I am voluntarily participating in the Event with knowledge of the dangers involved and I agree to accept all risks of injury or death. In consideration for being permitted to participate in the Event, I agree to assume all risks and to release, hold harmless, and covenant not to sue the Beneficiaries, RWE, and any sponsors, friends of the event, including the event staff and crew, officials, participating communities and clubs and all government and public entities including, but not limited to, the local municipalities where the event takes place, and all their respective directors, officers, agents, employees and members (collectively, the “Releasees”) for any claim, loss or liability that I may have arising directly or indirectly out of my participation in the event, including bodily injury, death or property damage, whether caused by negligence or carelessness of the Releasees or otherwise. I intend by this Waiver and Release to release, in advance, and to waive my rights and to discharge all of the Releasees from all claims, loss of liabilities for death, bodily injury or property damage that I may have, or which may hereafter accrue to me or my heirs, assigns or legal representatives, as a result of my participation in the Event, even though that liability may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding upon my heirs, assigns and legal representatives.

I verify that I am physically fit and that my physical condition has been or will be verified prior to the Event by a licensed medical practitioner. If however, as a result of my participation in the Event I require medical attention, I give my consent to the authorized medical personnel of the Event to provide such medical care as is deemed necessary by such authorized personnel. I also understand that I will be financially responsible for the costs of any medical treatment. I verify that I have adequate medical insurance or will have such insurance at the time of the Event.

I will read the event description and rules for participation in the Event and I will abide by all rules and regulations established by the Event organizers and personnel as well as U.S. and Dominican laws. I further agree that my participation in the Event is subject to the sole discretion of the organizers of the Event, and that my participation may be limited for medical or other safety reasons.

I certify that I am or will be 18 years of age or older as of \_\_\_\_\_ (first day of the event). I understand that all donations received by RWE are non-refundable and non-

transferable, even if I do not participate in the Event. I understand that in order to participate, I must submit at least \$1,000 for the Event no later than 21 days prior to departure. I also understand that in the event the Event cannot be held as scheduled due to any circumstances, the Event, RWE and the Beneficiaries are not obligated or liable to refund any money paid by or on behalf of me to participate, including but not limited to, the required registration fee. I understand that my Volunteer registration is non-transferable.

I agree that my name, photograph, voice or likeness may be used by RWE, any of the Beneficiaries, and the Event's sponsors, licensees, affiliates and volunteers and staff. I consent to and authorize in advance, such use and waive all rights of privacy I have in connection therewith, and I understand that I will not benefit financially from any use thereof.

If any provision of this waiver shall be deemed unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect as if the unenforceable provision does not exist. I have carefully read this Waiver and Release and fully understand its contents. I am aware that by signing this Waiver and Release, I am waiving substantive legal rights and knowing this, I sign it of my own free will.

\_\_\_\_\_ I agree

\_\_\_\_\_ I decline

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

Print Name: \_\_\_\_\_

PLEASE RETURN THIS WAIVER ALONG WITH YOUR COMPLETED REGISTRATION FORM AND ESSAY PORTION TO: Ready, Willing...Enable!, 6338 New Braunfels Ave. #298, San Antonio, TX 78209