

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in programs, outings, classes, meals, social events, educational activities, transportation, and other events sponsored by **The Caregiver Club®, Inc. (“Company”)** (collectively, the “Activity”). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY MAY BE A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its founders, directors, officers, employees, volunteers, contractors, sponsors, partner organizations, venues, property owners, and agents (collectively, the “Releasees”) on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, **WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE.** I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, recklessness, willful or intentional misconduct, or any other liabilities that Missouri law does not permit to be released by agreement.

PARTICIPANT RESPONSIBILITIES. I understand that each participant is responsible for determining whether they are physically, mentally, and medically able to participate. If I am registering myself and an individual living with dementia or another care recipient, I understand that I remain fully responsible for that individual’s supervision, safety, medications, mobility, personal care, and behavior throughout the event unless the Company has expressly agreed otherwise in writing. I agree to follow all instructions provided by event staff, volunteers, venue personnel, and emergency responders. I understand that I am responsible for my own personal belongings. **The Company is not responsible for lost, stolen, or damaged property. I authorize the Company to summon emergency medical services if its staff or volunteers believe emergency assistance is needed. I understand that the Company does not provide medical or nursing care and is not responsible for medical expenses incurred before, during, or after participation. Unless I indicate otherwise during registration, I grant the Company permission to photograph or record participants** during events and to use those images or recordings for educational, promotional, fundraising, website, print, and social media purposes without compensation. If transportation is provided, coordinated, or recommended by the Company or another organization, I voluntarily assume all risks associated with that transportation.

BY CHECKING THE REQUIRED BOX INDICATING “I HAVE READ AND AGREE TO THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK” AND SUBMITTING MY REGISTRATION, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, AND THAT MY ELECTRONIC ACKNOWLEDGMENT HAS THE SAME LEGAL FORCE AND EFFECT AS MY HANDWRITTEN SIGNATURE.

Electronic Acknowledgment

By checking the required acknowledgment box and submitting my registration, I certify that I have read and agree to this Release. If I am completing this registration on behalf of a care recipient or another participant, I represent that I have legal authority to do so (as guardian, conservator, agent under a power of attorney, or otherwise).

Care Recipient / Participant Name (if applicable): _____