

New Horizons of DuPage

Activity Waiver Form

Date:

Event/Activity:

Location:

In consideration of being permitted to participate in the event or activity described above, which is held and/or sponsored by New Horizons of DuPage ("New Horizons"), I, on behalf of myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and covenant not to sue New Horizons, its officers, directors, committee members, invited guests, speakers, and agents, from liability from any and all claims including the negligence of New Horizons, its officers, directors, committee members and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any New Horizons' events or activities.

I acknowledge that I have read and agree to be bound by the full waiver on page 2 of this waiver form.

#	Printed Name	Signature	Check One	
			Member	Non-Member
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NEW HORIZONS ACKNOWLEDGEMENT, AGREEMENT AND WAIVER of NOV 2010

In consideration of accepting my enrollment, attendance, and/or participation in or with New Horizons of DuPage, an Illinois not-for-profit corporation hereinafter denoted as "NH," and/or its Activities (which for all purposes herein shall include but not be limited to gatherings, events, trips, or undertakings by NH of all kind), and in further consideration of the social, educational, and recreational benefits provided to me at moderate cost by NH, I acknowledge, represent, warrant, and agree as follows:

- 1.** I am at least 40 years of age and unmarried or otherwise eligible for membership per NH bylaws. I authorize the taking, publication, and use by NH in any way of sound and video recordings, pictures or other representations of me, and statements by me, without restriction, notice, or further consent. I agree to timely pay by cash or check amounts due to NH for membership, Activity fees, returned check fees, and other matters owed by me, and that amounts once owed or paid shall not be set off, cancelable, or refundable for any reason. I agree to conduct myself in a respectful, lawful, courteous, orderly, and considerate manner with respect to NH, its officers, agents, contractors, members, guests, participants, Activity sponsors, and representatives, and to take or suffer no actions that would hamper or impair NH Activities. I further agree to limit alcoholic consumption by myself and guests to moderate amounts, so as to comply with these terms and to assure safe driving. If told by a NH officer, agent, Activity sponsor, contractor, or representative to leave the building or vicinity, I agree to promptly and politely comply, without discussion, delay, or detour, and to find safe transportation from the vicinity.
- 2.** I agree to observe, investigate and decide for myself the safety and suitability for me and my guests, of any NH Activity, site, properties, equipment, and supplies, and to at all times act to assure safe and pleasant conditions for myself and others at and near a NH Activity, including but not limited to assuming several duties upon myself and my guests: to act in a manner that is safe to ourselves and others; to stay alert to potential dangers; and to provide reasonable warning of any unsafe condition. I acknowledge that most NH Activities involve some risk of falling or other personal injury, travel risks, and/or other possibilities of injury, loss or damage of some kind, and I assume risk of all injury, loss, or damage for myself and my guests and our property. Various people and property owners are involved in sponsoring, planning, supporting, assisting, hosting, managing or offering each NH Activity. I represent, warrant and agree that no Released Party, as defined below, shall be or become responsible for determining the suitability for us of any NH Activity, or for planning, inspection, conducting, or managing an Activity, or for safety or emergency response. I acknowledge that NH uses the premises, equipment, supplies, foods, beverages, and properties of NH and of other persons, organizations, and entities, without NH, by its officers, agents, contractors, or representatives, having the skill, resources, or duty to inspect such, or to otherwise become responsible for our safety. Regardless of information that may be provided, NH makes no warranty or representation as to the quality or safety of its Activities or the elements thereof.
- 3.** For myself and my guests, our personal representatives, heirs and assigns, we do hereby release, waive and forever relinquish, discharge, hold harmless, defend (including court costs, reasonable attorney fees, damages and interest thereon, and other litigation expenses of all kinds), and covenant not to sue (in tort or otherwise) the following defined "Released Parties" from all claims, loss, injury, costs, and damages to me and my guests, arising from or in connection with NH Activities, including but not limited to publications, properties, trips, preparations, cleanup, service of refreshments, or actions or failures to act of any kind, excluding only gross negligence or intentional wrongdoing. "Released Parties" shall include NH, its officers, individual (or proprietorship) agents and representatives, members, guests, individual (or proprietorship) contractors (such as, but not limited to, DJ's and dance teachers), Activity sponsors, Activity workers, and non-commercial hosts (including but not limited to individuals opening their homes for NH Activities, the host church that provides the meeting venue for NH, any park, public, or not-for-profit facilities made available for NH Activities, and individuals owning or driving an automobile for carpooling by NH participants – all regardless of any fees charged or expenses reimbursed). Businesses providing goods or services on a commercial basis are not intended to be "Released Parties;" commercial vendors to the general public, and for-profit owners or operators of premises, vehicles, equipment, and the like (including but not limited to banquet halls, hotels, restaurants, public transportation, bus rentals, and raft or canoe rentals) are not intended to be "Released Parties." This waiver and agreement to hold harmless is intended to be as complete and unconditional a release of claims of all types, and agreement to defend and save harmless all Released Parties from damages of all types and from losses from all causes, as allowable at law. In the event that a court, or alternative forum for dispute resolution, shall find any part of this document to be invalid or unenforceable under Illinois law (which shall govern all matters related to this NEW HORIZONS ACKNOWLEDGEMENT, AGREEMENT AND WAIVER OF NOV. 2010), then it shall be construed to give maximum effect to the remaining terms of this document in order to provide the broadest allowable release and indemnification for Released Parties.
- 4.** I acknowledge, represent and warrant: that I have read and carefully considered this NEW HORIZONS ACKNOWLEDGEMENT, AGREEMENT AND WAIVER OF NOV. 2010; that I understand that I could defer joining, attending, or participating and consult an attorney; and that I do now knowingly and voluntarily sign this legally binding document which broadly relinquishes various rights and claims that I might otherwise have.