

ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION

First Name: _____ Last Name: _____

Address: _____

Phone: _____ Email: _____

As consideration for being allowed to volunteer for or participate in a dance marathon and any and all related events and activities (together, the "Event"), a program conducted by Castle HS, for the charitable benefit of James Whitcomb Riley Memorial Association, Inc., d/b/a Riley Children's Foundation (the "Foundation") and Riley Hospital for Children at Indiana University Health (the "Hospital"), I hereby affirm that I am at least 18 years old, or, if I am not at least 18 years old, that my parent(s) or legal guardian(s), and I agree to be bound by this Acknowledgment, Waiver, Release of Liability, and Indemnification (the "Waiver") and each of the following:

Description of Event. The Event is a dance in which the participants engage in activities, including but not limited to, staying on their feet, dancing, and other physical activities on a continual basis and with only limited breaks. The Event will occur on 2/16/18. The Event may test a person's physical, mental, and emotional limits.

Not a Foundation Activity. I understand and acknowledge that the Event is not sponsored, conducted, supervised, controlled or monitored in any way by the Foundation, the Hospital, Indiana University, or Indiana University Health (collectively, the "Corporations"), and that the Foundation and the Hospital are merely the charitable beneficiaries of a portion of the proceeds from the Event. I further understand and acknowledge that the Corporations have no obligation to make available any medical equipment or personnel at or in connection with the Event for my benefit.

Voluntary Involvement. I understand and acknowledge that my involvement in the Event is entirely voluntary.

Parental Approval. If I am less than 18 years of age, I confirm that I have informed my parents or legal guardian of my intention to participate in the Event, and I have obtained their approval to participate in the Event as evidenced by their signature below.

Identification of Risks. I understand that my involvement in the Event may carry certain inherent risks including risks of injury and loss, both to person and to property. I also understand that these risks include minor injuries, such as scrapes, bruises and strains, as well as more significant and even catastrophic injuries such as concussions, broken bones, paralysis, and death. The activities of the Event have inherent risk and, although precautions will be taken, it is not possible to ensure the safety of participants. I understand that this Waiver is intended to address all of the risks of any kind associated with my involvement in any aspect of the Event, including, particularly, such risks created by actions, inactions, carelessness, or negligence on the part of the Corporations, and any of their parent, related and/or subsidiary organizations, partnerships, companies and entities including, without limitation, Indiana University ("I.U."); and their respective directors, trustees, governors, officers, sponsors, volunteers, employees, and agents including, without limitation, the Board of Trustees of I.U., the Foundation's Board of Governors and officers and the Hospital's Board and officers; other participants; advertisers; and the owners and the lessors of the property on which the Event takes place (together, the "Released Persons").

Assumption of Risks. I realize that there may be other risks not known to me or not readily foreseeable, but I accept and assume all such risks, whether or not identified, and I assume all responsibility for any liability, injury, losses and damages which I may suffer as a result of or in any way connected with my involvement with the Event.

Release and Waiver. I release and discharge the Released Persons from any and all liability for and waive any and all claims for injury, loss, damage, or expense, including attorneys' fees, in any way connected with my involvement in the Event (a "Claim"), whether or not caused in whole or in part by the negligence or other misconduct of any of the Corporations or any of the Released Persons.

Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) the Released Persons from all Claims (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this Waiver) in any way connected with or arising out of my involvement in the Event (including Claims relating to my actions while under the influence of alcohol or any other substance served or made available in connection with the Event), whether or not caused in whole or in part by the negligence or other misconduct of any of the Corporations or any of the Released Persons.

Binding Effect. This Waiver shall be binding upon and inure to the benefit of my relatives, heirs, next of kin, executors, administrators, beneficiaries, personal representatives, successors, and assigns who might pursue any legal action or claim for such liability, injury, loss or damage.

General Provisions. The headings in this Waiver are used solely for convenience and shall not be deemed to limit the subject of the provisions of the Waiver or be considered in their interpretation. If any term or provision of this Waiver, or the application thereof to any persons or circumstances, shall to any extent or for any reason be held invalid or unenforceable, the remainder of this Waiver and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Waiver shall be valid and enforceable to the fullest extent permitted by law. This Waiver and all related proceedings shall be governed by and interpreted under the laws of the State of Indiana. I consent to any action with respect to this Waiver being brought only in the State and federal courts located in Marion County, Indiana.

I UNDERSTAND THAT THIS IS AN ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION. I HAVE READ THIS ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AND I FULLY UNDERSTAND ITS CONTENTS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION VOLUNTARILY, FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE NOT STATED HEREIN; INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION TO THE GREATEST EXTENT ALLOWABLE BY LAW AND AGREE THAT IF ANY PORTION OF IT IS HELD INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature

Date

A parent or legal guardian must sign for each Event volunteer and participant under 18 years old. As a parent or legal guardian of the above named minor and with appreciation of the inherent risks and dangers associated with the Event, I fully agree to, understand, and hereby personally accept and undertake, individually and in my own name, all of the obligations stated above in this Acknowledgement, Waiver, Release of Liability, and Indemnification.

Printed Name (Parent or
Legal Guardian)

Signature

Date