

LIABILITY RELEASE AND WAIVER FORM

In consideration of permitting me to participate in the Highfields, Inc. BREAKTHROUGH Program, which includes, but is not limited to, climbing and descending vertical structures, riding elevated zip-lines, navigating obstacles, and engaging in water-based activities (collectively, the “Activities”), at the Highfields, Inc. campus located in Onondaga, Michigan and/or other locations (the “Sites”), I, for myself, my heirs, assigns, personal representatives and successors in interest (collectively, “Participant”), do hereby agree as follows:

1. **TO RELEASE AND DISCHARGE** Highfields, Inc. (“Highfields”), its officers, directors, employees, agents, volunteers, insurers and their respective successors and assigns (collectively, “Releasee”) from any and all liability to Participant directly or indirectly relating to or on account of Participant’s use of, or presence at, the Sites or participation in the Activities or any other related activities, now and forever, including, but not limited to, liability for any kind of loss, property damage, property theft, emotional distress, breach of warranty, personal injury, illness, disability and/or death, whether arising from the negligence or fault of Releasee or otherwise, and whether foreseen or not;
2. **TO WAIVE** any and all claims, demands, causes of action, complaints or lawsuits, known or unknown, against Releasee that are directly or indirectly related to or on account of Participant’s use of, or presence at, the Sites or participation in the Activities or any other related activities (collectively, the “Claims”), now and forever, including, but not limited to, Claims for any kind of loss, property damage, property theft, emotional distress, breach of warranty, personal injury, illness, disability and/or death, whether arising from the negligence or fault of Releasee or otherwise, and whether foreseen or not;
3. **TO ASSUME ANY AND ALL RISKS** directly or indirectly relating to or on account of Participant’s use of, or presence at, the Sites or participation in the Activities or any other related activities, including, but not limited to, risk of property damage, property theft, emotional distress, personal injury, illness, disability and/or death, whether arising from the negligence or fault of Releasee or otherwise, and whether foreseen or unforeseen; and
4. **TO INDEMNIFY** and hold harmless Releasee from any and all liabilities, damages or costs that Releasee may incur, now and forever, on account of or in any way relating to Participant’s use of, or presence at, the Sites or participation in the Activities or other related activities, whether caused by the negligence or fault of Releasee or otherwise, and whether foreseen or unforeseen.

Participant: (A) acknowledges that the Activities are recreational sports and potentially hazardous and involve the risk of serious injury and/or death and/or property damage and Participant is voluntarily participating in the Activities with knowledge of the dangers involved, (B) acknowledges that injuries received by Participant may be increased by negligent rescue efforts of Releasee, and (C) represents that he/she has no physical or medical condition which would endanger Participant or others if Participant participates in the Activities.

Media Release. _____ By initialing here, Participant hereby grants Highfields and its successors and assigns an irrevocable and unlimited right to use and copyright any motion or still picture (or reproduction thereof) of Participant taken in connection with the Activities. Participant releases Highfields and its successors and assigns from all claims and liabilities from the use and/or reproduction of such materials. Participant acknowledges that Highfields will have the exclusive right to use such material in any manner in perpetuity and throughout the world.

This Waiver is governed by the laws of the State of Michigan (excluding conflict of law principles) and will be as broad as permitted by the laws of the State of Michigan. If any portion of this Waiver is held invalid, the balance shall continue in full legal force and effect.

PARTICIPANT: (A) UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT, (B) HAS CAREFULLY READ THIS WAIVER IN ITS ENTIRETY BEFORE SIGNING AND FULLY UNDERSTANDS ITS CONTENTS, AND (C) IS VOLUNTARILY SIGNING.

IF PARTICIPANT IS 18 YEARS OF AGE OR OLDER:

Print name: _____ Signature: _____

Date: _____ Emergency contact name & number: _____

IF PARTICIPANT IS LESS THAN 18 YEARS OF AGE:

Print participant’s name: _____ Date: _____

Parent/Guardian (print name): _____

Parent/Guardian (sign name): _____

Emergency contact name & number: _____