

**BEST DAY FOUNDATION INSURANCE WAIVER & RELEASE OF
LIABILITY FORM - PARTICIPANT**

NAME OF PARTICIPANT: _____

AGE OF PARTICIPANT: _____ Email: _____

EMERGENCY CONTACT: _____ PHONE: _____

In consideration for being allowed to participate in any way with Best Day Foundation, Inc. (BDF) programs, related events, and activities, I and/or the minor participant for whom I am the natural parent and/or guardian *ad litem*, on behalf of myself and/or the minor participant's heirs, assigns, personal representatives and next of kin, hereby acknowledge and provide my legal consent to the following:

1. Acknowledge and fully understand that I and/or the minor participant, will be engaging in **adventure -oriented activities**, and that these activities carry with them an *inherent risk of serious injury, including permanent disability and death* from which severe economic losses may result not only from my own actions, but from actions and/or interactions with BDF volunteers and/or others, the rules of play, or the condition of the premises or any equipment used. Importantly, because participating in *adventure based activities such as, surfing, kayaking, body boarding, swimming, rafting, sledding, tubing, snowboarding, skiing, rock-climbing, etc.* carries associated risks due to the *unpredictable conditions in an ever changing and potentially dangerous environment*, I hereby waive any claims of liability against BDF for risks or events unknown or which are otherwise unforeseeable to me at this time.
2. Assume all the foregoing risks and *accept personal responsibility* for the damages following such injury, permanent disability or death.
3. Release, waive, discharge and covenant not to sue **Best Day Foundation, Inc.**, its affiliates, their representative administrators, directors, agents, or other employees of the organization, other participants, volunteers, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
4. Authorize and give my full consent to **Best Day Foundation, Inc.** to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending this BDF event. I further agree that BDF may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art, advertising, and television programs without limitations or reservations.

I /WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I /WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____
Participant's Name, Date & Signature (PLEASE PRINT CLEARLY)

FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

X _____
Parent/Guardian's Name, Date & Signature (PLEASE PRINT CLEARLY)