

# AHS-KC Waiver

**Members** – The signature form that accompanies this agreement will be filed with your membership paperwork.

**Non-Members** – You must sign a new signature form every time you attend an AHS function that requires a waiver or consent to the conduct agreement.

## ASSUMPTION OF RISK

**1) Voluntary Participation.** I am under no obligation to engage in any activities, and if I do, I do so voluntarily and of my own free will.

**2) Risk and Danger.** I understand that some activities in which I may choose to engage involve an exposure to and inherent risk of property damage, psychological and emotional distress, and bodily or personal injury to myself or to others.

**3) Fitness for Activity / Pre-Existing Conditions.** I understand that some activities in which I may choose to engage involve strenuous physical activity and should only be engaged in after ascertaining my fitness for and risk from, and if I engage in such activities with others, the fitness of others for and their risk from, engaging in such activities. I am aware that I and others may have pre-existing physical or mental conditions, disclosed or undisclosed, known or unknown, that may increase the risk of such activities.

**4) Sole Responsibility.** I will participate only in those activities for which I possess the prerequisite fitness, skills, qualifications, preparations, and training, and I will observe and/or participate only in the activities the risks and dangers of which I am aware and which I fully understand. It is my sole responsibility to determine the level of risk I wish to assume with respect to such activities.

**5) No Warranties.** AHS-KC does not warrant or guarantee in any respect the competency or mental or physical condition of any individual with such observation or activities, including leaders, instructors, volunteers, or participants, and make no warranty as to the condition, safety, or suitability for any purpose any equipment or premises that may be used.

**6) Authorization of Treatment.** I understand that AHS-KC does not have medical personnel available at the locations of such activities, and AHS-KC is granted permission, but not required, to authorize or administer emergency medical treatment for me at the locations of such activities. Such action or failure to act by AHS-KC shall be subject to the terms of this agreement, and AHS-KC does not assume any risk, nor any responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment or lack thereof.

**7) Risk of Attendance and Membership.** I understand that there are risks associated with my attendance at and membership in AHS-KC, including, but not limited to, the risk that my attendance or membership may become known to others despite AHS-KC's efforts and policies to prevent such occurrence, and harm to reputation, employment, child custody, and spousal and familial relations.

**8) Responsibility and Cost of Damage.** I am solely responsible, through insurance or otherwise, for any property damage, any medical costs, or any other costs arising out of any personal injury or any other harm to me, whether physical, mental, or psychological, sustained in connection with my membership in or attendance at AHS-KC or any event or activities sponsored thereby.

## RELEASE & WAIVER OF LIABILITY

**9) Release of Claims.** I irrevocably and unconditionally waive all liability, release, and forever discharged AHS-KC, members thereof, and authorized attendees and participants from any and all liability in connection with any injury, property damage, or any other harm or the consequences thereof, arising out of or related to my attendance at AHS-KC or involvement or participation therein.

# AHS-KC Waiver

**10) Indemnification and Hold Harmless.** I shall hold harmless and indemnify AHS-KC against any and all liability, claims, demands, rights, and causes of action of any kind, brought by myself or others, any and all injuries, deaths, losses, and damages incurred by myself or others, and any and all liabilities, judgments, costs, and expenses incurred by myself or others, which may in any way accrue against AHS-KC as a consequence of, arising out of, or related to my attendance at AHS-KC or involvement or participation therein.

**11) Covenant not to Sue.** I hereby enter into a covenant not to sue or otherwise bring, or cause or permit to sue or be brought, any action in law or equity against AHS-KC for any claims, loss, damage, expense, debt or liability of any nature whatsoever, which I may sustain as a consequence of, arising out of, or related to my attendance at AHS-KC or involvement or participation therein.

**13) Entire Agreement.** This agreement supersedes any and all other agreements, either oral or in writing, with regards to my assumption of risk and release and waiver of liability related to AHS-KC, and contains all of the covenants and agreements between the parties with respects to confidentiality and copyright. No representations, inducements, promises, or agreements, oral or in writing, have been made by or on behalf of any party which are not embodied herein, and no other agreement, statement, or promise not contained within this agreement shall be valid or binding. No amendment or extension of this agreement shall be valid or binding unless in writing and signed by both parties.

**14) Severability and Modification.** If any provision of this waiver agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, the parties intend such provisions to be, and authorize such arbitrator or court to modify the covenant as necessary to make it enforceable to the greatest extent permitted under the law. The parties further intend for the remaining provisions to continue in full force without being impaired or invalidated in any way.

**15) Waiver.** Acceptance of this signed waiver agreement by AHS-KC shall not constitute a waiver, in part or in full, by AHS-KC. Failure to invoke any right, condition, or covenant of this waiver agreement shall not be deemed to imply or constitute a waiver of any right, condition, or covenant of this agreement and no one may rely on such failure to invoke said rights, conditions, or covenants as a continuing waiver of any provision of this waiver agreement.

**16) Governing Law.** This agreement shall be governed by and construed in accordance with the laws of Missouri.

**17) Binding.** This agreement binds me and my spouse, heirs, estate, executors, administrators, legal guardian, personal representative, agent, and assigns.

**18) Arbitration.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by an agent of AHS-KC's choosing. Except as is required by law, neither a party nor an arbitrator may disclose the existence, content, or results of an arbitration hereunder without the prior written consent of both parties.