



## Release and Waiver of Liability

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

In connection with the participation of \_\_\_\_\_ ("Participant") in activities relating to the use of Stoneco of Michigan's \_\_\_\_\_ (the "Activities"), the undersigned executes this Release and Waiver of Liability (the "Release") in favor of Stoneco of Michigan and its parent companies, subsidiaries, affiliates, directors, officers, employees, invitees, agents, successors and assigns (collectively "Owner").

Participant hereby freely, voluntarily, without duress executes this Release and Waiver of Liability under the following terms:

- 1. RELEASE AND WAIVER.** The undersigned does hereby release, forever discharge, hold harmless and indemnify Owner from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities. The undersigned understands that this Release discharges Owner from any liability or claim that the undersigned may have against Owner with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Activities, whether caused by negligence of Owner or its officers, directors, employees, or agents or otherwise. The undersigned also understands that Owner do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.
- 2. MEDICAL TREATMENT.** The undersigned does hereby release and forever discharge Owner from any claim whatsoever which arises or may hereafter arise on account on any first aid, treatment, or service rendered in connection with the Activities.
- 3. ASSUMPTION OF THE RISK.** The undersigned understands that the Activities include areas of the quarry that may be hazardous to the Participant. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Owner from all liability for injury, illness, death, or property damage resulting from the Activities, including any risk arising from any medical condition of Participant.
- 4. INSURANCE.** The undersigned understands that, except as otherwise agreed to by Owner in writing, Owner does not carry or maintain health, medical, or disability insurance coverage for the Participant.
- 5. PHOTOGRAPHIC RELEASE.** The undersigned hereby consents to the use by Owner of photographs, images, statements, and other information and property, regardless of medium, pertaining to the undersigned and obtained by Owner or provided by undersigned, for promotional materials, communications and such other use as Owner may reasonably determine. The undersigned does hereby grant and convey unto Owner all right, title, and interest in any and all photographic images and video or audio recordings made by Owner during Participant's Activities with Owner, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. The undersigned does hereby release, forever discharge, hold harmless and indemnify Owner from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the use of the photograph or images described above.
- 6. OTHER.** The undersigned expressly agrees that the Release is intended to be a broad and inclusive as permitted by the laws of the State of Michigan, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. The undersigned agrees that in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

Participant Name: \_\_\_\_\_

Parent or Legal Guardian's Name (If participant is under 18): \_\_\_\_\_

Participant Signature (if over 18)/Parent or Guardian Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_ County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Company/Group/School Name: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_