## PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to participate in the Bucket List Dreams, LLC, Bucket List Dream, whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement):

- 1. Waiver and Release of Liability: My participation in a Bucket List Dream is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:'
- a. I hereby release and hold harmless Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all the Releasees.
- b. I recognize the physical exertion involved in a Bucket List Dream and attest and certify that I am physically capable to complete my Bucket List Dream, and I have not been advised otherwise by a health care professional.
- c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in my Bucket List Dream and while I am traveling to and from such premises, regardless of the location or mode of transportation.
- d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

## 2. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Detroit, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

## 3. Other Provisions:

- a. I here-by give Bucket List Dreams, Inc. permission to tell the story of my life and of my Military Service of which I will convey to them honestly and factually. I will provide all documentation (i.e., DD-214), pictures and any other printed or written materials / documents I may possess so that Bucket List Dreams, Inc. can factually and honestly tell the story of my life, my military service and my Bucket List Dream.
- b. I here-by give Bucket List Dreams, Inc. permission to plan and coordinate the fulfillment of my Bucket List Dream and agree to the timing and / or schedule of my Bucket List Dream while I assist / participate in any way needed or requested by Bucket List Dreams, Inc.
- c. I understand that my Bucket List Dream will be fulfilled when it is deemed feasible by Bucket List Dreams, Inc. and I surrender all aspects of the fulfillment of my Bucket List Dream to Bucket List Dreams, Inc.
- d. Should it become impossible (either due to my inability to follow through or for Bucket List Dreams inability to plan, arrange, fund or coordinate the fulfillment of my Bucket List Dream) that I will accept this outcome and will not in any way hold Bucket List Dreams, Inc. its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, or related to the inability to complete my Bucket List Dream. Nor will I make public statements or written comments designed to damage or diminish Bucket List Dreams, Inc. in any way for the inability to successfully complete my Bucket List Dreams, Inc.
- e. I understand that Bucket List Dreams, Inc. will; (1) Tell my story on their website and will update that story periodically as my Bucket List Dream 'play's out'. I understand that Bucket List Dreams has full literary license in documenting my story and my Bucket List Dream as it play's out. (2) Work to raise the needed funds for the completion of my Bucket List Dream. (3) Fund, plan and execute my Bucket List Dream covering all related costs. I also accept that there may be incidentals that I personally may wish to incorporate into my Bucket List Dream and that those may be accomplished at my cost. (4) Have someone from Bucket List Dreams participate in my Bucket List Dream. I Accept that someone from Bucket List Dreams or via some other method will accompany me throughout the execution of my Bucket List Dream so to ensure my Dream 'play's out' as planned and is adequately documented. (5) Allow and will assist in the planning of and incorporation of a guest or acquaintance who I wish to be with me during the fulfillment of my Bucket List Dream, and, that this persons engagement in my Bucket List Dream may come at my or their expense.

Details for the involvement of ALL parties engaged in my Bucket List Dream will be discussed, negotiated, planned and executed cooperatively between Bucket List Dreams, Inc. and myself.

- f. I understand that I must cooperate, engage with and partner with Bucket List Dreams, Inc. in every way to tell my story, to plan and execute my Bucket List Dream and to document all related activities and events.
- g. I recognize and realize that I and Bucket List Dreams, Inc. alike are accountable to and responsible to the Bucket List Dreams, Inc. donors and sponsors, the people that make Bucket List Dreams possible and thus will keep this responsibility in mind at ALL times and throughout the planning and execution of my Bucket List Dream, thus ensuring that they feel that their contribution(s) have resulted in real and meaningful outcomes.
- h. Affidavit: I attest that I have never received any significant item, gift, event or significant recognition as a 'thank you' for my service. Receiving this Bucket List Dream is the first such recognition I have ever received.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Trip.

Dated:	BLD Recipient: Print	
	BLD Recipient: Sign	
Witnessed By:		Date:
Bucket List Dreams I	Representative:	

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Form: BLD 005