

**VOLUNTEER WAIVER OF LIABILITY AND INDEMNIFICATION**

**(Print Clearly)**

In consideration being allowed to participate as a volunteer for events or activities undertaken by the Detroit Metro Convention and Visitors Bureau (the “DMCVB”), the undersigned agrees as follows:

1. Please complete the following information below:

Last Name: _____			First Name: _____			Middle Initial: _____					
Address: _____											
City: _____			State: _____			Zip: _____					
Home # _____			Work # _____			Cell # _____			Fax # _____		
E-Mail Address: _____						D.O.B. (MM/DD/YY): _____					
Organization: _____						Occupation: _____					

2. I acknowledge that I desire to perform volunteer services for the DMCVB and its subsidiaries or affiliates, including, but not limited to, the Detroit Metro Sports Commission, and the organizations sponsoring or staging the events (the “Event Sponsor”) for which the DMCVB is providing services (including my services as a volunteer).

3. I acknowledge, understand and agree:

- (a) I am in GOOD PHYSICAL CONDITION and suffer from no disease, condition or injury that would limit my activities as a volunteer or which would be aggravated by participating as a volunteer;

- (b) Participating as a volunteer may involve RISK OF INJURY TO ME, INCLUDING DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY, OR OTHER CONSEQUENCES which might result from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, or the conditions of the premises or of any equipment used; and
- (c) There may be OTHER RISKS NOT known or not reasonably foreseeable.

4. I agree that:

- (a) Prior to participating as a volunteer, I will INSPECT the facilities and equipment to be used and if I believe the same to be unsafe, I will immediately REPORT such conditions to the DMCVB at (313) 202-1800 and either DECLINE TO PARTICIPATE or ASSUME THE RISK of volunteering.
- (b) If I drive a vehicle in connection with my volunteer services, I must and will maintain automobile liability insurance with limits of liability meeting the requirements of Michigan law.
- (c) I will not engage in any unsafe, unlawful, or illegal activity while serving as a volunteer or while on premises where events are held.
- (d) I will conduct myself in a first class, courteous and pleasant manner at all times and I will not defame or disparage the DMCVB, the Detroit Metropolitan area or the Event Sponsor

5. IN CONSIDERATION OF THE OPPORTUNITY TO SERVE AS A VOLUNTEER FOR THE DMCVB, I, ON BEHALF OF MYSELF, MY SPOUSE, CHILDREN, HEIRS, SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES (THE "RELEASING PARTIES"), HEREBY AGREE TO WAIVE, DISCHARGE, AND RELEASE AND HOLD HARMLESS AND BY EXECUTION HEREOF HAVE WAIVED, DISCHARGED AND RELEASED THE DMCVB, THE EVENT SPONSOR, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, PARENTS, SUBSIDIARIES AND AFFILIATES (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSS, DAMAGE OR INJURY OF WHATEVER KIND OR NATURE TO ME OR MY PROPERTY ARISING OUT OF, OR IN CONNECTION WITH, MY SERVICES AS A VOLUNTEER (EACH A "CLAIM"), EXCEPT AS MAY BE SUSTAINED BY ME AS A RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE DMCVB OR EVENT SPONSOR. I FURTHER AGREE THAT THE RELEASING PARTIES WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST ANY RELEASED PARTY FOR ANY CLAIM RELEASED IN THIS AGREEMENT.

6. ON BEHALF OF MYSELF AND THE OTHER RELEASING PARTIES I ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEYS' FEES

AND COSTS, SHOULD A RELEASING PARTY TAKE ANY ACTION IN VIOLATION OF PARAGRAPH 5, ABOVE.

7. I HAVE CAREFULLY READ THIS VOLUNTEER AGREEMENT AND THE RELEASE SET FORTH IN PARAGRAPH 5, ABOVE AND FULLY UNDERSTAND ITS CONTENTS AND I HAVE SINGED THIS AGREEMENT OF MY OWN FREE WILL. I AM ALSO AWARE THAT THIS AGREEMENT IS ENFORCEABLE BY THE DMCVB AND THE OTHER RELEASED PARTIES.

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Signature of Volunteer