

WAIVER AND RELEASE OF LIABILITY

I wish to participate in the 2nd Annual Swing for Homes Wiffle Ball Tournament fundraiser hosted by Swing for Homes NFP, an Illinois not-for-profit corporation ("Swing for Homes"), on July 14 and 15, 2017 at the Borg Warner Sports Complex in Decatur, Illinois (the "fundraiser"), and I have independently investigated the nature of the fundraiser. In consideration of permitting me to participate in the fundraiser, I hereby agree to the following terms and conditions for my participation:

1. I am an adult, 18 years of age or older, and mentally competent.
2. I understand that the fundraiser will include, among other things, running; fielding, throwing, and hitting wiffle balls; and all other physical movements and activities commonly associated with wiffle ball. I am physically capable of participating in the fundraiser.
3. I UNDERSTAND THAT THERE ARE RISKS INVOLVED IN PARTICIPATING IN THE FUNDRAISER, AND FURTHER UNDERSTAND THAT WIFFLE BALL IS A STRENUOUS AND POTENTIALLY DANGEROUS ACTIVITY. I understand and acknowledge that the fundraiser activities entail the risk of personal injury, including, but not limited to the following: dehydration; heat exhaustion; strained or sprained muscles, tendons, or ligaments; bone fractures; contusions or lacerations of the skin; head and back injuries; cardiovascular trauma; and in the worst case, death. I also understand and acknowledge that participation in the fundraiser entails the risk of injuries caused by others who are also participating.
4. I wish to participate in the fundraiser, and I accept and assume all risks relating to such participation, including but not limited to all risks of injury.
5. No promises or guarantees have been made to me by Swing for Homes with regard to my safety during the fundraiser.
6. I understand and agree that I am responsible for arranging my own health, accident, and liability insurance, if desired.
7. I agree to indemnify and hold Swing for Homes harmless from any injury arising from my participation in the fundraiser regardless of the cause.
8. I authorize Swing for Homes and its legal representatives and assigns, to use my name, signature, photograph, image, likeness, voice, or any other attribute of my person that serves to identify me ("my identity"), for commercial purposes, which includes, but is not limited to, use for the purpose of fundraising. I further grant Swing for Homes and its legal representatives and assigns the right to use, reproduce, create derivative works, exhibit, display, broadcast, and distribute my identity in any media now or hereafter known. I hereby waive any right to inspect or approve any use of my identity by Swing for Homes. I also waive any right to royalties or other compensation arising from or related to the use of my identity by Swing for Homes.
9. In consideration of my participation in the fundraiser, I hereby release, remise, and forever discharge Swing for Homes and its directors, officers, agents, employees, representatives, and volunteers of and from all liability, claims, actions, and possible causes of action whatsoever that may accrue to me or to my heirs from every loss, damage, and injury, including death, that may be sustained by my person and property arising out of or connected with my participation in the fundraiser, or arising from or related to the use of my identity, including but not limited to claims of defamation, invasion of privacy, rights of publicity, copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion, or use in composite form that may occur in the taking of photographs, pictures, or videos, or in any subsequent processing, production, publication, or distribution.

10. This Waiver and Release of Liability shall be governed by Illinois law and any litigation related to the fundraiser and this document shall be brought in the Circuit Court of the Sixth Judicial Circuit, Macon County, Illinois. I understand and agree that, to the extent any portion of this Waiver and Release of Liability may be held to be invalid or legally unenforceable, the remaining portions of this Waiver and Release of Liability shall not be affected and shall be given full force and effect. The terms of this Waiver and Release of Liability are binding on me and my spouse, heirs, assigns, and personal representatives.

I HAVE FULLY READ THE FOREGOING "WAIVER AND RELEASE OF LIABILITY." I FULLY UNDERSTAND ITS CONTENTS. I AM VOLUNTARILY SIGNING THIS "WAIVER AND RELEASE OF LIABILITY" AS MY FREE AND VOLUNTARY ACT.

DATED: _____, 2017.

Signature of Participant