



kickatdarkness.com

Kick at Darkness

Authorization: General Release for Participation *Program Participation Release for both Attendees & Volunteers*

From time to time, Kick at Darkness, Inc. dba Kick at Darkness (“KAD”) sponsors, co-sponsors, organizes and facilitates certain events (“Events”) and programs (“Programs”) and makes referrals (“Referrals”) to certain providers (“Providers”) and for certain services (“Services”).

As a condition precedent to participation in any such Events or Programs, as a volunteer or as an attendee, and to acceptance of any such Referrals as a recipient, the undersigned, on his/her own behalf and on behalf of all persons and entities for whom the undersigned has legal decision-making authority, including without limitation all of the undersigned’s children, wards, other legal dependents, wholly-owned or controlled corporate entities, and trusts and corporate entities for whom the undersigned alone can act as authorized signatory (collectively, the “Releasing Parties”), executes this general release freely, voluntarily, with full capacity to do so, and will full knowledge and understanding of its implications.

The undersigned, for himself/herself and for the Releasing Parties, hereby releases and fully discharges KAD, and KAD’s successors and assigns, and the incorporators, organizers, principles, affiliates, parents, subsidiaries, members, governing bodies, officers, directors, employees and agents of each of them (collectively, the “KAD Parties”), from any and all claims, damages, liabilities, duties, responsibilities or obligations of any kind and nature whatsoever, whether known or unknown, accrued or un-accrued, that the undersigned or any of the Releasing Parties, or any of them, may have against KAD or any of the KAD Parties, whether legal or administrative, whether based in contract, in tort or in equity, related in whole or in part to any Events, Programs, Referrals, Providers or Services, it being understood and agreed that the undersigned is participating in such Events or Programs and accepting such Referrals at the undersigned’s own risk and will full knowledge and acceptance of the consequences thereof.

Such release does not prohibit the undersigned from entering into a written contract or agreement with KAD and/or any of the KAD Parties, whereby KAD and/or any of the KAD Parties, as the case may be, affirmatively assumes certain liabilities, duties, responsibilities or obligations, whereupon such written contract or agreement shall govern and take precedence over this general release, but only to the extent clearly and expressly set forth in such written contract or agreement. Such release also does not prevent any legal recourse the undersigned might have against persons or entities other than KAD and the KAD Parties, and the undersigned hereby agrees that any legal recourse in relation to any of the Events, Programs, Referrals, Providers or Services shall be sought solely from such other parties, and not under any circumstances from any of KAD or any of the KAD Parties.

This release shall apply fully with respect to any current and future Events, Programs, Referrals, Providers and Services.

UNDERSTOOD, ACKNOWLEDGED and AGREED: *Date* _____

***Printed Name of Volunteer or Participant** _____

Signature _____

***(if a minor) Printed Name of Parent or Guardian** _____

Signature _____