

## UNIT AGREEMENT & LIABILITY WAIVER

This unit agreement and liability waiver is made on \_\_\_\_\_, between The American Legion – Department of Michigan ("AL/MI") – including any and all associated American Legion Posts located throughout Michigan, and any and all officers, employees, contractors, subcontractors and agents of same – and the undersigned unit coordinator of

\_\_\_\_\_ (“unit”). If you are the unit coordinator signing this agreement for your unit then you represent and warrant that you have the full legal authority to enter into this agreement on behalf of the unit and the unit’s participants and you hereby accept full and unconditional responsibility for the unit and the unit’s participant’s acts and you hereby agree that the terms of this agreement and waiver shall apply equally to the unit and all of the unit’s participants.

The parties agree as follows:

1. **Waiver:** YOU UNDERSTAND THAT THE UNIT’S PARTICIPATION AND PLAYING IN THE AMERICAN LEGION SESAME STREET ROOM CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY. THESE INHERENT RISKS RANGE FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE AND PLAY IN THE SESAME STREET ROOM YOU, THE UNIT’S PARTICIPANTS, THEIR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR ANY MINOR PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE AL/MI FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION OR PLAYING BY YOUR UNIT’S PARTICIPANTS.
2. **Limitation of liability; Disclaimer of Warranties:** AL/MI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE AMERICAN LEGION SESAME STREET ROOM. YOU EXPRESSLY AGREE THAT USE OF THE SESAME STREET ROOM IS AT YOUR SOLE RISK. THE AL/MI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **Indemnification:** You agree to indemnify and hold the AL/MI harmless from and against any and all damages, costs, claims or demands, including attorney fees, made by any third party due to or arising from or relating to your use of The American Legion Sesame Street Room or the violation of any term of this agreement and waiver.
4. **Applicable Law:** This agreement and waiver shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this agreement and over the parties in any proceeding to enforce this

agreement and waiver.

5. **Severability:** If any provisions of this agreement and waiver are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

**BY YOUR SIGNATURE YOU, AS UNIT COORDINATOR, INDICATE YOUR LEGAL AUTHORITY AND ACCEPTANCE OF SAME TO SIGN THIS AGREEMENT AND WAIVER AND YOUR FULL ACCEPTANCE OF THIS AGREEMENT AND WAIVER. YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ON BEHALF OF YOUR UNIT ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT AND WAIVER ON BEHALF OF THE UNIT'S PARTICIPANTS FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

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NAME of UNIT

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NAME of UNIT COORDINATOR

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SIGNATURE of UNIT COORDINATOR

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ADDRESS