

**ACCIDENT WAIVER, RELEASE OF LIABILITY AND  
CONSENT TO MEDICAL TREATMENT OF MINOR**

The undersigned parent and/or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless, indemnify, and release the ENTITY NAME, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by the ENTITY NAME because of their child's participation in this event.

By participating in this event, the parent/guardian understands the risks associated with this event, which include, but are not limited to, terrain, facilities, temperature, weather, condition of equipment, vehicular traffic, and actions of other people. You have not been advised by a doctor that your child cannot participate in such an event, and you agree to release said parties in this regard on behalf of both the minor and the parents or legal guardian, and agree that if any losses are sustained with respect to the child named below, that you will fully indemnify the ENTITY NAME for all costs and expenses, including attorney fees and losses.

**Comment [CM1]:** Advise them of the risks associated with the event.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below. I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician \_\_\_\_\_

**Comment [CM2]:** Parent/Guardian should authorize any necessary medical treatment in the event that they are not available to make such decisions.

**I have read this agreement in full and agree to its content.**

Event: \_\_\_\_\_

**Comment [CM3]:** Make sure you name the event.

Minors Name: \_\_\_\_\_ Age: \_\_\_\_\_  
(please print)

List all known allergies: \_\_\_\_\_

Parent or Legal Guardian: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Comment [CM4]:** Best to have both parents sign if you can get it.

## SAMPLE CONTRACT WORDING - CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to ENTITY. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$\_\_\_\_\_ per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$\_\_\_\_\_ per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The ENTITY, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the ENTITY as additional insured, coverage afforded is considered to be primary and any other insurance the ENTITY may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (CONTACT, ENTITY, STREET, CITY>,MI .ZIP).

6. **Owners' and Contractors' Protective Liability:** The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$\_\_\_\_\_ per occurrence and aggregate. The ENTITY shall be "Named Insured" on said coverage. A thirty (30) days Notice of Cancellation shall be endorsed onto this policy.

7. **Proof of Insurance Coverage:** The Contractor shall provide the ENTITY at the time the contracts are returned by him/her for execution, paper or electronic certificates and policies as listed below:

- a. Certificate of Insurance for Workers' Compensation Insurance;
- b. Certificate of Insurance for Commercial General Liability Insurance;
- c. Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance.
- e. If so requested, Certified Copies of all policies mentioned above will be furnished.

8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to ENTITY at least ten (10) days prior to the expiration date.

**Hold Harmless/Indemnification:**

To the fullest extent permitted by law the (Name of Contractor/Vendor) agrees to defend, pay on behalf of, indemnify, and hold harmless the ENTITY, its elected and appointed officials, employees and volunteers, and others working on behalf of the ENTITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the ENTITY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

NOTE: Item 6 is intended primarily (but not exclusively) for construction type contracts, such as road work, sewer work, and building projects.

**Other insurance requirement language that may be used in specific situations.**

**Fiduciary Liability:** The contractor shall procure and maintain during the life of this contract, Fiduciary Liability insurance in an amount not less than \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract.

**Garage Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Garage Liability Insurance on an “Occurrence Basis” with minimum limits of liability of \$\_\_\_\_\_ per occurrence and aggregate, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Michigan No-Fault Coverage and shall insure all owned, non-owned, and hired vehicles.

**Garage Keepers Legal Liability Insurance:** The Contractor shall procure and maintain during the life of this contract Garage Keepers Legal Liability Insurance, including “On-Hook” coverage, to protect vehicles in their care, custody and control, with limits of liability not less than \$\_\_\_\_\_ per vehicle.

**Liquor Liability:** The Contractor, or its subcontractors, shall procure and maintain during the life of this contract, a separate Liquor Liability Policy with limits of liability not less than \$\_\_\_\_\_ per occurrence and aggregate.

**Pollution Liability:** The Contractor shall procure and maintain during the life of this contract, a Pollution Liability Policy with limits of liability not less than \$\_\_\_\_\_ per occurrence and aggregate, including, but not limited to, the collection, transportation, storage, and removal of all hazardous waste. The ENTITY shall be named as additional insured on said coverage.

**Professional Liability:** The contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$\_\_\_\_\_ per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract.

**Builders Risk Property Insurance:**

If ENTITY wants the Contractor to provide the insurance use the following language:

The Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall also name ENTITY as Loss Payee.

If ENTITY wants to purchase this coverage, use the following language:

The ENTITY shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy will not protect any property, tools or equipment owned by the Contractor or any Sub-Contractors.

# ACCIDENT WAIVER AND RELEASE OF LIABILITY FOR PARTICIPATION IN \_\_\_\_\_

**Comment [CM1]:** Name the specific event so there is no confusion.

**ENTITY NAME HERE**

I acknowledge that participation in this event carries a potential for serious injury, disability, death and/or property loss. The risks of this event include, but are not limited to, terrain, facilities, temperature, weather, condition of equipment, vehicular traffic, and actions of other people. I agree that I am physically fit to, and have sufficient training to, participate in this event and have not been advised otherwise by a qualified medical person.

**Comment [CM2]:** State the possible dangers of this event.

**Comment [CM3]:** Make them acknowledge that they have not been advised by a doctor that they cannot perform certain activities.

I hereby agree, to the fullest extent permitted by law, to hold harmless, indemnify and release, ENTITY NAME, it's elected and appointed officials, employees and volunteers for any accident, injury, including serious bodily injury, disability, death, and property damage that may occur as a result of my participation in this event. I take these actions for myself, my executors, administrators, heirs, next of kin, successors and assigns.

**Comment [CM4]:** The important language.

I hereby consent to receive medical treatment which may be deemed available in the event of injury, accident, and/or illness during this event.

I hereby certify that I have read this document and understand and agree to its content.

**Comment [CM5]:** Require the individual to acknowledge and understand what they are signing.

Please list any known medical allergies or conditions:

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Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_