

## WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability (“Agreement”) is executed by \_\_\_\_\_, in favor of the Shelby Township Police Department and the Charter Township of Shelby and all of their officers, directors, employees, agents, volunteers, and contractors (collectively, “Releasees”), whose address is 52530 Van Dyke, Shelby Twp, MI 48316.

WHEREAS, Michigan law requires that all children from birth to age eight be properly restrained in a child safety seat or booster seat (“car seats”), until they are over 4’9” tall.

WHEREAS, officers of the Shelby Township Police Department are conducting inspections and/or installations of car seats. As a part of this process, the officers will advise the adult whether the specific car seat in their vehicle has been recalled by its manufacturer.

WHEREAS, in the event an officer determines that any car seats in the vehicle have been recalled by a manufacturer and there is a child present, the adult will be asked to sign this waiver and instructed to drive the child straight to the child’s home until the problem is rectified.

In consideration of the opportunity to participate in the Company car seat installation and inspection program (Event), whose process requires me to accept this agreement, I hereby agree to the following:

**1. Waiver and Release of Liability:** My participation in the Event is voluntary and, upon receipt of information that the car seat in my vehicle has been recalled, I acknowledge and understand that further operation of the vehicle with a car present subjects me to the possibility of causing physical injury to a child (which could be minimal, serious, and/or result in death) and loss of or damage to my personal property (collectively, Risks). Accordingly, I agree to the following:

a. I hereby release and hold harmless Releasees, their officers, directors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury to myself or any child in my vehicle, as well as costs related to loss or damage to my property, that may be sustained receipt of information during the Event that the car seat in my vehicle has been recalled, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.

c. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

**2. General Provisions:**

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to any conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the Macomb County Circuit Court and/or United States District Court – Eastern District of Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Print Name:**