

Cleaning Up a Release

By Joseph Kimble

Last month's column examined a typical release—one that volunteers were asked to sign before participating in a Lansing "Clean Sweep" event. I laid out my criticisms in that column and won't repeat them here. (One rant is enough.) I also offered a free copy of *Lifting the Fog of Legalese: Essays on Plain Language* to the first person to send me an A revision of the release. Below are the original, the entry that I judged to be best, and my own revision.

"Plain Language" is a regular feature of the *Michigan Bar Journal*, edited by Joseph Kimble for the Plain English Subcommittee of the Publications and Website Advisory Committee. We seek to improve the clarity of legal writing and the public opinion of lawyers by eliminating legalese. Want to contribute a plain-English article? Contact Prof. Kimble at Thomas Cooley Law School, P.O. Box 13038, Lansing, MI 48901, or at kimblej@cooley.edu. For more information about plain English, see our website—www.michbar.org/generalinfo/plainenglish/.

Original Release:

CAPITAL CITY CLEAN SWEEP EVENT

WAIVER AND RELEASE FORM

IN CONSIDERATION of being permitted to participate in the Capital City Clean Sweep event, I (collectively, the undersigned participant and his/her parent or legal guardian), INTENDING TO BE LEGALLY BOUND, do hereby, for myself, my heirs, executors, administrators and representatives, ASSUME ALL RISK INHERENT IN MY PARTICIPATION, and further agree to, and do hereby release, waive, discharge, covenant not to sue and indemnify the City of Lansing, the Undersigned's Employer, or any Sponsoring Organization, or any of the officers, employees, sponsors, volunteers, representatives and agents of the City of Lansing, the Undersigned's Employer, or any Sponsoring Organization, of and from any claim in law or equity for injury or damages of any type whatsoever which I or he or they may make or incur arising out of my participation in the aforementioned activity, including payment of legal fees or costs incurred by the City of Lansing, the Undersigned's Employer, and any Sponsoring Organization, in defending against any such claim.

In addition, I authorize and grant permission to the City of Lansing staff to secure emergency medical and/or hospital treatment for myself as a participant in the Capital City Clean Sweep event.

I AM FULLY AWARE OF ALL THE INHERENT RISKS ASSOCIATED WITH MY PARTICIPATION AND DO HEREBY ASSUME AND ACCEPT ALL SUCH RISKS. I AM NOT AWARE OF ANY CONDITION, PHYSICAL OR OTHERWISE, WHICH COULD BE AGGRAVATED, WORSENERD OR OTHERWISE ADVERSELY AFFECTED BY MY PARTICIPATION IN THE CAPITAL CITY CLEAN SWEEP EVENT.

I am signing this Waiver and Release form of my own free will and volition and I acknowledge that I have read this Waiver and Release Form and fully understand it.

Printed Participant Name

Date of Birth

Signature of Participant

Date

Participant's Address

City

Zip Code

Name of Participant's Parent or Legal Guardian

Signature of Participant's Parent or Legal Guardian

Parent or Legal Guardian's Address

City

Zip Code

Phone No.

Revision by Greg Schuetz, at Chrysler LLC:

CAPITAL CITY CLEAN SWEEP
PARTICIPANT RELEASE AND MEDICAL AUTHORIZATION

I wish to participate in the Capital City Clean Sweep. In return:

- I release the City of Lansing, my employer, and all Clean Sweep sponsors from any claim that their negligence injured or damaged me during the Clean Sweep.
- I agree to indemnify the City of Lansing, my employer, and all Clean Sweep sponsors against any claim that my negligence during the Clean Sweep injured or damaged a third party. I also agree to pay the legal fees and costs they incur in defending against any such claim.

If I am injured during the Clean Sweep, I give the City of Lansing permission to secure emergency medical treatment for me.

I am aware of the inherent risks of participating in the Clean Sweep and accept them. I am not aware of any physical or mental condition that would prevent me from, or could be aggravated by, participating in the Clean Sweep.

I have read this Release, understand it, and sign it voluntarily.

[SIGNATURE BLOCK]

And there you have it—something that people might actually read and understand. ■



Joseph Kimble has taught legal writing for 25 years at Thomas M. Cooley Law School. He is the author of Lifting the Fog of Legalese: Essays on Plain Language, the editor in chief of The Scribes Journal of Legal Writing, the past president of the international organization Clarity, a founding director of the Center for Plain Language, and the drafting consultant on all federal court rules. He led the work of redrafting the Federal Rules of Civil Procedure and is now working on the Federal Rules of Evidence.

My revision:

Release of Legal Claims

What I'm giving up

If I suffer any injury or damages from participating in the Capital City "Clean Sweep," I release, or give up, any legal claim that I might have against the following for their negligent conduct:

- The City of Lansing.
- My employer.
- A sponsoring organization.
- Any of their officers, employees, agents, or volunteers.

This release is binding on my legal representatives or anyone who tries to claim through me.

[If the sponsor really wants an indemnity provision, which seems rather unreasonable . . .

What I'm agreeing to pay for

If anyone listed above (in the four bullet points) is sued or has to pay anyone else because of my conduct, I will reimburse them for their legal costs, fees, and payments.]

My health; permission to get medical help

I don't know of any health condition of mine that could get worse if I participate in the Clean Sweep. I authorize the City of Lansing's staff to get emergency medical treatment for me during the Clean Sweep.

My understanding of this release

I have read this release, I understand it, and I sign it freely.

If the participant is not 18 years old—

Name (please print)

Name of Parent or Legal Guardian
(please print)

Signature

Signature of Parent or Legal Guardian

Address

Date

City and Zip Code

Date