



LIABILITY WAIVER AND RELEASE OF CLAIMS AND INDEMNITY

Event Name: _____

Event Date: _____

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, for myself and as the parent or legal guardian of the accompanying child, children or ward, hereby agree to waive and release any and all claims now known or hereafter known and shall hold harmless the National Scleroderma Foundation (the "Foundation"), its affiliated partners, including, without limitation, their directors, officers, employees, volunteers, agents, and organizers, or sponsors of the event (the "Released Parties"), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault, or conduct of any kind on the part of the Released Parties, including but not limited to death, bodily injury, illness, economic loss, or out-of-pocket expenses, or loss or damage to property, or other loss, which for accompanying child(ren) or adult I am a legal guardian of, heirs, assignees, next of kin, and/or legally appointed or designated representatives, may have or which may herein after accrue on my/our behalf, which arise or may hereafter arise from my or an accompanying child's/children's participation in or attendance at the event.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS.

I, for myself and parent or legal guardian of the accompanying child, children or ward, acknowledge, understand, and agree and hereby knowingly assume the risk of injury, harm, and loss associated with the Event, including serious injury, disability, death, harm, property damage and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties. Participation or attendance at the Event includes possible exposure to an illness and/or from infectious diseases and while rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

I understand and agree that my execution of this Waiver and Release is a prerequisite for my participation (and/or for any person I am the parent or legal guardian of – child, children, or ward) in the Event and that there are risks inherent in participating in the Event, including strenuous physical activity associated with walking and/or running long distances. I assume all risks associated with my (and/or child, children, or ward) participation in the Event including, without limitation, all risks from falling, contact with others, negligent or wanton acts of other participants, volunteers, or non-participants, public safety threats, road surface conditions, failure of vehicle drivers to observe traffic laws, weather conditions, and any other injury or accident that may occur during my participation (and/or child, children, or ward) in the Event.



I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of the released parties, including negligent emergency response or rescue operations. Notwithstanding the risk, I acknowledge that I am voluntarily participating in the activity with knowledge of the danger involved and hereby agree to accept and assume any and all risks of sickness or illness, injury, disability, death, and/or property damage arising from my and my child(ren) or adult I am a legal guardian of participation in the event, whether caused by the ordinary negligence of the released parties or otherwise

I affirm that I (and/or child, children, or ward) am/is medically and physically able to participate in the Event. I consent to emergency medical care and transportation in the event of illness or injury to me (and/or child, children, or ward) while participating in the Event. This waiver extends to liability in any way connected with such emergency medical treatment and transportation.

PHOTO RELEASE

I understand and agree that the Foundation and its designees may take photographs, make video and/or audio recordings (collectively, the "Recordings"), of the participants in the Event including me (and/or child, children, or ward) for possible inclusion in publications or productions publicizing the, the Foundation and all other uses by the Foundation including, without limitation, the rights to reproduce, print, broadcast, distribute and transmit the Recordings in whole or in part, in any media now known or hereafter developed, including but not limited to the Internet, Foundation communications in digital and print, and other future means of communication in early development. I authorize the Foundation and its designees to use Recordings of me (and/or child, children, or ward) that are taken at the Event and/or by the personal photos I take and post on social media tagging any of the Foundation social media handles with or without my name or the name of the minor for whom I am the parent/guardian, in its sole discretion free and clear of any claim whatsoever on my part, and without compensation.

WARRANTY OF AUTHORITY

By signing this Warranty and Release on behalf of any other person (and/or child, children, or ward), I warrant that I have the right, power, legal capacity, and authority to do so, and to perform each of the obligations in this Warranty and Release. I agree that any adult I am registering for the Event must complete their own Waiver and Release as a condition of their participation in the Event.

PERSONAL FUNDRAISING PAGES MODERATING POLICY

I understand personal pages and team pages on this event site are monitored and the Foundation reserves the right to determine whether content is appropriate and that some content may not reflect the mission and values of the Foundation, and that inappropriate content may be removed.



BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the accompanying child, children or ward below. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Waiver and Release.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

Names of attendees.

Printed Name:

Printed Name:

Printed Name:
