

## Waiver of Liability, Indemnification Agreement and Acknowledgment of Risks

**\*\*A separate document must be signed by, or on behalf of, each participant.**

### *Assumption of Inherent Risks:*

- a. Physical activity, by its very nature, carries with it certain inherent risks that can not be eliminated regardless of the care taken to avoid injuries. I acknowledge that participation in the Run to Chocolate involves jogging, running and/or walking and can be physically taxing and hazardous to my health (or that of my minor participant).
- b. I acknowledge that the inherent risks associated with this event include, but are not limited to, falls, contact with other participants, broken bones, sprains, cuts and abrasions, dehydration, heat exhaustion/stroke, the potential for paralysis and/or death, poor road/trail conditions, traffic, high heat/humidity, extreme weather conditions, absence of water and food on the course, and Acts of God. I further understand that race organizers and volunteers may not be medically trained and that a delay in the arrival of qualified medical treatment is possible in the event of my injury during the event.
- c. I have read the foregoing and I understand the physical demands this event presents and the inherent risks associated thereto and affirm that to the best of my knowledge, my physical condition (or that of my minor participant) is adequate for me (or my minor participant) to participate safely. My participation (or that of my minor) is voluntary and by signing below I knowingly and completely assume the foregoing risks.
- d. I agree to abide by the decision of any race official relative to my ability to safely compete in this event.

### *Waiver*

In consideration of being permitted to participate in the Run to Chocolate, I, on behalf of myself, personal representatives, heirs, spouse, children or assigns, **do hereby waive, release, discharge and covenant not to sue** the race organizers, volunteers, Fairfax Recreation Path Committee, BFA Fairfax, Franklin West Supervisory Union, Town of Fairfax, Fairfax Parks & Recreation Dept., and all sponsors, including the directors, officers, employees, agents and independent contractors of the foregoing (collectively referred to as "Released Parties"), from any and all claims for the ordinary negligence, carelessness, action or inaction of the aforementioned persons or parties to the greatest extent permitted by the Law of Vermont. This agreement applies to personal injury, including death, arising out of my participation in this event.

### *Indemnification and Hold Harmless*

I also agree to HOLD HARMLESS AND INDEMNIFY any or all of the Released Parties from all claims against them resulting from my negligence, gross negligence or willful or reckless conduct in connection with my participation (or that of my minor participant) in this event. I further agree to pay Released Parties' expenses, including investigation and defense costs, attorneys' fees and indemnity payments, in the event that I, my spouse, children or anyone on my behalf, asserts a claim or lawsuit against Released Parties for injuries or damages **I acknowledge this agreement to pay specifically includes claims or lawsuits brought by, or on behalf of, any minor participant identified below on this form, including claims brought once the minor reaches the age of majority.**

### *Image and Likeness*

I consent to the taking & public or commercial use and dissemination of any photographic or audio-visual images of me (or my minor participant) taken during my participation in this event and waive any right that I may have to copyright, inspect or otherwise approve the final project incorporating my likeness.

### *Severability and Venue*

I acknowledge and agree that the foregoing is intended to be as broad and inclusive as permitted by the Law of Vermont and that if any portion of this agreement is ruled invalid, it is agreed, notwithstanding, that the remainder of this agreement will retain its full force and effect. This agreement shall be interpreted and governed by the Law of Vermont and any legal action arising out of this agreement or my participation in this event must be brought in Franklin County, Vermont.

### *Acknowledgment and Understanding*

I have read this description of inherent risks, waiver of liability and indemnity agreement and acknowledge, represent & warrant that **I understand I am giving up substantial legal rights, including my right to sue**, and that (1) I am doing so voluntarily and (2) I am of 18 years or older and of sound mind, or if under 18, have discussed fully with my parent or guardian. I further agree and acknowledge that my signature below constitutes a complete assumption of the inherent risks of this event.

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

Signature (Parent/Guardian if Under 18) \_\_\_\_\_