

5K Hunger Walk, Waiver & Release

Review and acceptance of a 5K Hunger Walk Waiver is required and is constituted upon submitting a participant's application in agreement.

Your participation in the 5K Hunger Walk event confirms that you voluntarily assume all associated risks and hazards for you AND YOUR MINOR CHILD, and knowingly and freely assume the risk of any personal injury, property damage or property loss that you may suffer, concur, or sustain which could in any way be construed to be connected with, arise out of, or touch upon your participation in the 5K Hunger Walk. I acknowledge my participation is at my own discretion and I assume the risk associated with this event, including but not limited to falls, contact with participants, alcohol consumption, the effects of weather including high heat and/or humidity, and the conditions of the trail, all such risks being known and appreciated by me. I further grant my permission to use any photographs, videotape, motion pictures, recordings or any other record of this event.

Further, I understand it is my responsibility to be in sufficiently good health to participate; and I will not enter and participate unless medically capable.

I am participating on my own volition and am fully and personally responsible for my own safety and actions while and during my participation in the 5K Hunger Walk and I recognize that, as a result of my participation, I may be at risk of contracting COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 diseases may result from the actions, omissions, of myself and others, including, but not limited to, Good Samaritan Network, staff, volunteers, other participants, visitors or vendors. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in the Walk.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs,

expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to injury, loss, or death from or related to COVID-19 in connection with my participation in the Walk.

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE 5K Hunger Walk organizers, the City of Noblesville, the Good Samaritan Network, or any of their staff, officers, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

If I am the parent or guardian of a minor child under 18 years old, I understand that I am 100% responsible for that child's safety and behavior on the 5K Hunger Walk, as well as that he or she understands and abides by all directions and policies provided by the organizer and sponsor.

I UNDERSTAND AND ACKNOWLEDGE that 5K Hunger Walk is a family event and that I WILL NOT CONSUME DRUGS OR ALCOHOL, OR SHOW ANY SIGNS OF INTOXICATION, onsite or during the walk. I will also NOT SMOKE OR BE IN THE POSSESSION OF FIREARMS AND/OR EXPLOSIVES, including fireworks. All of these items and behaviors are strictly prohibited at this event. Disorderly or aggressive behavior toward other patrons, 5K Hunger Walk organizers, employees, neighbors or others will result in my immediate ejection from the event site and may result in possible arrest.

I hereby release and hold harmless the Good Samaritan Network of Hamilton County, Inc., the State of Indiana, the City of Noblesville, the organizers, sponsors, promoters and all other persons and entities associated with the event or their agents or employees, or otherwise.