

Waiver of Negligence and Release of Liability

I understand that the Just 'Cause Walk (referred to herein as the "Event") is a potentially hazardous activity, and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in the Event or while on Event premises (collectively referred to herein as "my participation").

I understand that during my participation, I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during my participation that could result in serious injury or death. My participation is voluntary with knowledge of all such risks.

In consideration for being permitted to participate in the Event, I hereby agree to assume all risks and to release, hold harmless and covenant not to sue Bolton Walkers, Inc (d.b.a. Just 'Cause), or any sponsors, volunteers, participating clubs, communities, organizations, friends of Just 'Cause, including the Just 'Cause medical partner, medical director and members of the medical team, and all other government or public entities including, but not limited to, the Department of Transportation, and affiliated organizations and all of the above-listed entities' respective directors, officers, agents, employees and members, and all other persons or entities associated with Bolton Walkers and the Just 'Cause walk (collectively, "the releasees"), for any claim, loss or liability that I may have arising out of my participation or any fundraising activities associated with my participation, including but not limited to, personal injury, death or property damage suffered by me or others, whether such losses, liabilities, or claims be caused by falls, contact with and/or the actions of other participants, contact with fixed or non-fixed objects, contact with animals, conditions of the Event premises, negligence or carelessness of the releasees, risks not known to me or not reasonably foreseeable at this time, or otherwise.

I intend by this waiver and release of Liability to release in advance, and to waive my rights and to discharge all of the releasees from all claims, losses or liabilities for death, bodily injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation, even though that liability may arise from negligence or carelessness on the part of the releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this waiver and release of Liability is binding on my heirs, assigns and legal representatives.

I am physically capable of completing the event. I understand that it is recommended that I discuss my participation with my primary health care provider. If I am aware of or under treatment for any physical infirmity, ailment or illness, I have discussed the event and my participation with my medical care provider(s) familiar with such condition and he/she has approved my participation. I will maintain personal health insurance at all times during my participation. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me in connection with my participation. I will read the event description and rules for my participation and I will abide by all rules and regulations established by the event organizers and personnel as well as the local vehicle code. I further agree that my participation is subject to the sole discretion of the event organizers and the Just 'Cause medical staff, and that my participation may be limited for medical or other safety-related reasons. In the event of injury, accident or illness during my participation, I consent to receive, and authorize event organizers, officials, volunteers, participants and spectators to use their discretion to administer first aid, medical care and/or medical treatment.

I understand that I am solely responsible and liable for all aspects of the fundraising activities associated with my participation in the event, including, but not limited to, the safe and lawful conduct of any fundraising activities and ensuring that such activities are conducted in a professional manner. I further agree to (i) comply with all laws relating to the promotion and conduct of any fundraising activities associated with my participation; (ii) file all appropriate registrations as may be required or necessary for promoting and conducting any fundraising activities associated with my participation; and (iii) obtain all permits, releases, consents, licenses, and approvals as may be required or necessary for promoting and conducting any fundraising activities associated with my participation.

In consideration for being permitted to participate in the event, I hereby agree to adhere to the policies of Just 'Cause, including without limitation Just 'Cause fundraising policies. I understand that the event organizers reserve the right, in their sole discretion, to refuse registration and/or participation to anyone at any time before or during the event.

I understand that my name, picture, voice, or likeness, and information related to my participation in the event, whether the foregoing is captured by photograph, videotape, audiotape or any other recording, (collectively "image") may be used for all promotional purposes related to the Bolton Walkers, Inc (d.b.a. Just 'Cause). I hereby grant to the grantees the irrevocable, perpetual and worldwide right to (i) use my image in promotional materials or for any other legitimate purpose, (ii) create composite or computer-manipulated materials from my image, (iii) use, reproduce, publish, exhibit, distribute, and transmit my image in any media, including but not limited to print material, television, film, internet, DVD, and CD-ROM, and (iv) assign the above rights to third parties. I waive the right to inspect or approve my image or materials that incorporate my image. I understand that I will receive no compensation in connection with the use of my image. I release the grantees from any liability, damages, or claims resulting from the use of my image, including claims for libel or invasion of privacy. I understand and agree that the terms of this paragraph are binding on my heirs, assigns, and legal representatives.

In the event any provision of this waiver and release of Liability and Image release is deemed unenforceable by law, (i) Bolton Walkers, Inc (d.b.a. Just 'Cause) shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this waiver and release of Liability and Image release shall remain in full force and effect.

I have carefully read this waiver and release of Liability and Image release, fully understand its contents and agree to all statements of understanding set forth above. I hereby represent and warrant that all information that I supply in connection with my participation, including in this waiver and release of Liability, is accurate and truthful and understand that the Just 'Cause Walk is relying upon this waiver and release of Liability and the representations made herein as a condition of my participation. I am aware that by signing this waiver and release of Liability and Image release, I am waiving substantial legal rights, and knowing this, I sign it of my own free will without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability.

signature _____ **date** _____

signature _____ **date** _____

parent or guardian if walker is under 18