GIFTED CHILDREN’S 1ST ANNUAL WALK A-THON

WAIVER FORM

SATURDAY, APRIL 29, 2023

 THOMAS BULL MEMORIAL PARK

 211 NEW YORK 416 MONTGOMERY NY 12549

For the consideration of participation in the walk-a-thon event to be held on Saturday, April 29th, 2023, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, waive and release gifted children inc., its directors, officers, administrators, representatives, executors, past and present employees, volunteers, agents, supervisors, participants, all state and local governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the releasees”), from any and all claims, liabilities or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or causes of action arising from my (or my child’s) participation or attendance in this event.

Inherent and potential risks

I understand that gifted children’s walk-a-thon involves strenuous physical activity involving walking long distances. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in gifted children’s walk-a-thon relating to the risk of strenuous physical activity associated with walking long distances, collisions with other participants, vehicles, and pedestrians, or falling. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and/or death. I assume all risks from contact with other participants and volunteers, negligent or wanton acts of other participants, volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of other participants, vehicles and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightening, precipitation, cold temperatures, high winds, and or humidity.

I assume all risks associated with consuming any food or drink available at the event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I (or my child) may have.

 **I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in walk-a-thon; and dressing in conjunction with the weather.**

 I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after Walk-A-Thon. Weapons are strictly prohibited. I agree not to bring a weapon of any kind to the event.

Medical Evaluation

I attest that I (or my child) am medically and physically able to participate in Walk-A-Thon. If I experience any doubt as to my (or my child’s) ability to participate in successfully and safely and/or complete walk-a-thon, I take full responsibility for consulting a physician.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

Voluntary Participation

I am fully aware of the risks connected with participation in Walk-A-Thon, whether specifically listed in this Release or not, and I voluntarily elect to participate in Walk-A-Thon knowing that this participation involves these risks.

Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

In consideration for being permitted to participate in Walk-A-Thon, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in walk-a-thon.

2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in walk-a-thon including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence or carelessness of the Releasees.

Acknowledgment and Compliance with Rules

 I agree to observe all rules and safety procedures that accompany Walk-A-Thon and to abide by any decision of an event official relative to my (or my child’s) ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. Gifted Children’s directors, volunteers, or local officials may dismiss me (or my child), without refund, should my (or my child’s) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

Severability

 I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

Photography Release

 I hereby grant full permission Gifted Children, Inc. to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, including all Society sponsored pre and post event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of Society. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact Relationship: \_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_