

Waiver and Release of Liability
Believe to Achieve 5K Fun Run/Walk

Name of Participant: _____

Date of the Event: Saturday, April 27, 2019

In consideration of being allowed to participate in the Believe to Achieve 5K Fun Run/Walk, I as the undersigned acknowledge, appreciate, and agree that:

My participation in the Believe to Achieve 5K Fun Run/Walk may involve a risk of injury and I knowingly and freely assume all such risk both known and unknown, even if arising from the negligence of others' and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation.

I have contacted my physician about my ability to participate in this event and he/she has approved my participation.

I agree to assume all expenses, medical, liability or otherwise, arising out of any injury while participating in the Believe to Achieve 5K Fun Run/Walk and understand that Nanticoke Health Services Inc., does not provide liability insurance for this event.

I for myself and on behalf of all my heirs, assigns, personal representative, next of kin, hereby release and hold harmless Nanticoke Health Services Inc., their officers, senior leadership, event organizers, agents, and or employees, and volunteers with respect to any liability, claim, demand, cause of action, damages or expense (including court cost and reasonable attorney's fees) of any kind which may arise out of , result from, or relate in any way to my participation in the Believe to Achieve 5K Fun Run/Walk including claims of liability caused in whole or part by the negligent acts or omission of the released parties. I further agree that if, despite this Waiver and Release from Liability, I or anyone on my behalf, makes a claim for liability against any of the released parties, I will indemnify, defend and hold harmless each of the released parties from any such liabilities which may be incurred as the result of the claim.

I also warrant that I am of legal age and competent to enter into this Waiver and Release from Liability, understand its terms and conditions and acknowledge that I will be giving up substantial legal rights by signing it (including my spouse, children guardians, heirs and next of kin, and any legal personal representatives, executors, administrators, successors, and assigns). I acknowledge that I have signed this Waiver and Release from Liability without any inducement, assurance or guarantee and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms and conditions and provisions of this Waiver and Release from Liability.

Participant Signature: _____

Parent or Legal Guardian (if under 18): _____

Date: _____

Disclaimer: This is a public event. Photographs and video recorded at this may be used for promotional purposes for this and future events. Promotional purposes may include, but are not limited to newspaper or marketing publications, as part of a display, for use on Nanticoke Health Services affiliated social media channels or websites, ads, or commercials. If you would like to request that we not use any images of you, please call Nanticoke Health Services' Marketing Department at 302-536-5386.