



WALK-a-THON

DATE: April 25, 2015 (Saturday)

TIME: 8:30-10:30 am

LOCATION: Fox Hollow Elementary

WAIVER AND RELEASE OF LIABILITY AGREEMENT

As a participant of Fox Hollow Elementary Walk-a-thon 2015, I, the walker, acknowledge that my consent to the following terms and conditions of this "Waiver and Release of Liability Agreement" is a prerequisite for participation in said event.

Waiver and Release

In recognition of the risk of injury while participating in Fox Hollow Elementary Walk-a-thon 2015 (Event), and as consideration for the right to participate in the Event, I hereby knowingly and voluntarily enter into this Waiver and Release of Liability Agreement, and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Event. This is binding on all heirs, executors, administrators, assigns, volunteers, or personal representatives. I hereby release and forever discharge Fox Hollow Elementary and its officers, director, employees, agents, representatives, successors, volunteers, and assigns from and agree not to sue for any and all liability or claims of any kind or nature, either in law or in equity, which hereinafter may arise as a result of my participation in the Event, whether any injury is caused by the negligence of Fox Hollow Elementary, the negligence of myself or third parties, the conditions of the course, or any other cause.

Indemnity

I agree to defend, indemnify, and hold harmless Fox Hollow Elementary from all claims, causes of action, cost, expense, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, and/or death that may result from, or are in any way connected with my participation in the Event, including claims that Fox Hollow Elementary was negligent.

Physical Fitness

I understand that walking is a potentially hazardous activity. I hereby certify and attest that I am medically and physically in good health. I also assume all risks associated with participating in this Event, including, but not limited to: falls, contact with other participants, the effects of weather, including high heat and/or humidity, and all such risks being known and appreciated by me.

Media Release

I recognize that various photographs, video recordings, and other media will be taken during the Event. I agree to give Fox Hollow Elementary, and/or agents authorized by them, permission to use any form of media including photographs, recordings, quotations, or any other record of this Event on their website, marquee, yearbook or other promotions of the Event.

CHILDREN AGED 12 OR UNDER MUST BE ACCOMPANIED BY AN ADULT.

If any provision of this agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any applicable jurisdiction, then such provision shall (so far as it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without affecting the legality, validity or enforceability of the remaining provision of this agreement.

I, the walker in Fox Hollow Elementary Walk-a-thon 2015, hereby declare that I have read, fully understand, and acknowledge that by signing below, I assent to all of the aforementioned terms and conditions contained in this Agreement.

****If you are under 18 years of age, please have your parent/guardian read this Agreement and then sign below.**

Walker's Name: _____ Teacher: _____ Grade: _____

Walker's Name: _____ Teacher: _____ Grade: _____

Walker's Name: _____ Teacher: _____ Grade: _____

Walker's Name: _____ Teacher: _____ Grade: _____

Parent/Guardian Name: _____

(please print)

Parent/Guardian Signature: _____ Date: _____