

2024 Miles for Kids Waiver, Release of Liability, Assumption of Risk and Indemnity Agreement

In consideration for allowing me and/or my minor child or ward ("Participant") to participate in the 2024 Miles for Kids ("Event"), I, for myself and on behalf of my spouse, children, parents, guardians, heirs, next of kin, successors, assigns and any and all other legal representatives, hereby agree to the following terms and conditions contained in this Waiver, Release of Liability, Assumption of Risk and Indemnity Agreement ("Agreement"):

1. I agree that it is my sole responsibility to determine whether the Participant is capable of participating in this Event. Participant includes those taking part in the direct activities of the Event as well as those acting as volunteers at the Event.

2. I understand that participation in this Event involves risks and dangers that include, but are not limited to, the potential for serious bodily injury or death, loss or damage to property, accidents, illness, collisions with other participants, staff, volunteers, spectators or other objects, dangers arising from imperfect conditions, equipment failure, inadequate safety precautions, and other undefined harms or hazards which might not be reasonably foreseeable and may be presently unknown to me and to the organizers of this events (collectively referred to as "Risks"). I understand that these Risks may be caused by the actions, inactions, or negligence of myself, Participant, other participants in this event, or the Released Parties as identified and defined below, and I hereby expressly assume all such Risks and the responsibility for any damages, injuries, losses or liabilities that I or the Participant might incur as a result of or in connection with my participation in this Event.

3. I hereby waive and release any claim, liability, demand, cause of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") against the Cindy Miles Adaptive Fund, and the City of Lyndon, any and all other individuals and/or entities involved with sponsoring, hosting, promoting, supporting or assisting with the Event, and all companies, officers, directors, partners, shareholders, agents, members, employees, contractors and volunteers associated or affiliated with any of the foregoing entities or individuals (collectively, the "Released Parties") that may arise out of, result from, or relate to my or the Participant's participation in the Event, including any Liability that may be caused in whole or in part by the action, inaction or negligence of one or more Released Parties.

4. I further covenant not to sue and to indemnify and hold harmless the Released Parties in the event that I, the Participant, or anyone purporting to act on my, the Participant's, behalf makes a claim for liability against any of the Released Parties.

5. Protected Health Information (PHI) is personal and sensitive information related to a person's health care. Through my participation in this program being hosted at the Robsion Park, I understand that I may overhear or witness PHI on site at the Robsion Park. I agree, if PHI is inadvertently overheard, to protect the confidentiality of that PHI. I agree that I will not use this hospital or school information in any inappropriate way or for personal gain to benefit myself or another person.

6. I hereby warrant and affirm that I have read this Agreement carefully, that I understand its terms and conditions, and acknowledge that, by signing it, I am giving up

substantial legal rights (including rights potentially held by my minor child(ren), spouse, and other relatives and/or legal representatives). I acknowledge that I am signing this Agreement freely and voluntarily and that that I intend for my signature to constitute my unconditional acceptance of the terms and conditions expressed herein. This Agreement represents the complete understanding between myself, the Participant, and the Released Parties regarding the issues addressed herein. This agreement shall be governed by the laws of the State of Pennsylvania, and if any provision of this Agreement is found to be invalid or unlawful pursuant to those laws, then that provision shall be deemed severable from and shall not affect the validity of the remaining provisions.

7. Photographs, video, recordings

I hereby consent and authorize the Cindy Miles Adaptive Fund. to take and use photographs, videos, and interviews for the purposes of use/disclosure in: Publications in newspaper(s), magazine(s) or other publications; Promotional materials, marketing, and fundraising activities; Social media and on the Cindy Miles Adaptive Fund website.

The undersigned hereby waives any and all claims against the Cindy Miles Adaptive Fund and the City of Lyndon, its employees and agents in any matter whatsoever relating to the said photographs, films, videotapes, sound recordings or written material and consents to their use.

I understand that this material and/or information may be shared with the general public. I agree that the Cindy Miles Adaptive Fund. and the City of Lyndon are not responsible for any misappropriation of the photographs/video, if applicable, by any member of the general public or news.

I understand that I may change my mind and revoke this Authorization in writing at any time and for any reason by writing to the organizations hosting the Event.

8. In signing this release, I acknowledge and represent that Participant is well enough to participant in this activity/program, am not aware of any reason that would restrict full participation, understand the expectation above and;
I have read the foregoing Waiver, Release of Liability, Assumption of Risk and Indemnity Agreement and sign it voluntarily.

WARNING: This document includes a release of liability and a waiver of legal rights. Do not sign this agreement unless you have read and understood it entirely.

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for The Children's Institute to seek reasonable and necessary medical treatment for Participants during such event or associated activities, and agrees to be responsible for any cost of such treatment.

Participant's Name: _____ **Age:** _____ **D/O/B:** _____

Signature of Participant's Parent/Guardian:

_____ **Date:** _____