



# Activity Liability Waiver

## Registration Form

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

-----

-----

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration for being permitted to participate in any way in the activity provided by Rehabilitation & Performance Institute, PSC, (RPI) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree and represent as follows.

The terms "Releasees and "RELEASEES" when used herein, shall refer collectively to: 1) RPI and its affiliates, representatives, and any other persons or entities acting on their behalf or subject to their control: 2) Any and all persons or entities associated with or participating, in any way, in the event, including without limitation other runners, officials, and volunteers.

I fully understand that: participation in the event involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY AND DEATH ("Risks"); these risks and other dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event, the condition and layout of the route, or the NEGLIGENCE OR FUTURE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES.

I consent to participating in the event and hereby ACCEPT AND ASSUME ALL RISKS AND OTHER DANGERS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR ANY AND ALL LOSSES, COSTS AND DAMAGES IN THE EVENT OF ANY INJURY, LOSS, DAMAGE, DISABILITY, OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FUTURE NEGLIGENCE OF NY OR ALL THE RELEASEES.

On behalf of myself, my next of kin, my heirs, administrators, personal representatives, executors, and assigns, and in the case of a parent or guardian, on behalf of myself and participant, I hereby release, discharge and covenant not to sue Releasees FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR FUTURE NEGLIGENCE OF THE RELEASEES.

IF, despite this release I, or the participant (in the case of signature by parent or guardian) or any other person make a claim against any or all of the Releasees for any injury, loss or damage resulting, directly or indirectly, from my participation in the event. I AGREE TO INDEMNIFY AND HOLD HARLESS THE RELEASEES, and each of them from any expenses, attorney fees, loss liability, damage, or cost Releasees may incur as a result, whether such claim is based on the negligence of future negligence of the Releasees, or otherwise.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I UNDERSTAND THAT, BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES CAUSED BY THE RELEASEES' FAULT OR NEGLIGENCE OR FUTURE NEGLIGENCE, AND SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST ALSO SIGN BELOW**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Date