



Horrible Holiday Sweater Shuffle 2019

Waiver and Release of Liability

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

IN CONSIDERATION for being permitted to participate in the Horrible Holiday Sweater Shuffle Run/Walk - sponsored and operated by Waunakee Neighborhood Connection, Inc. ("WNC") - EACH OF THE UNDERSIGNED, for himself/herself, his or her personal representatives, heirs, and next of kin:

HEREBY WARRANTS AND REPRESENTS that: (i) he or she understands that the particular activities which he or she may undertake may involve, for example, adverse weather conditions, vigorous physical exercise, including by way of example running, walking, jumping, tripping, falling, and/or physical contact with others (the "Activities"); (ii) he or she understands that the Activities may or may not be supervised; (iii) he or she understands that WNC is not a health care provider and emergency care may not be immediately available in the event of an injury or health event during the Activities; and (iv) he or she is in sufficient physical condition and is physically able to undertake all the Activities and to participate in the Activities; has no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort or condition if he or she does so engage or participate.

HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WNC or any of their directors, officers, agents, employees and volunteers, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE PARTICIPATING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST he or she – or his or her minor child - may incur arising out of or related to THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to THE ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES), and furthermore acknowledges, pursuant to the recreational activities statute, Wis. Stat. § 895.525, that he or she has a responsibility to act within the limits of his or her ability, to heed all warnings regarding participation in the recreational activity, to maintain control of his or her person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury for himself or herself or to other persons.

HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he or she had the opportunity to contact a representative of WNC to discuss and/or bargain regarding any of the terms set forth herein.

I, or my parent or guardian if I am a minor, hereby give WNC the irrevocable right to use and to license my photograph in all forms and in all media and in all manners, without any restriction as to changes or alterations for any uses including but not limited to advertising, trade, promotion, and marketing, or any other lawful purposes. I waive any right to inspect or approve the photograph(s) or finished version(s) incorporating the photograph(s). I hereby release and agree to hold harmless WNC, together with its assigns and successors in interest, from any liability by virtue of any blurring, distortion, alteration, or use in composite form. I agree to indemnify and hold harmless the WNC against any losses or lawsuits that might arise from any aspect of the shoot. I agree that the WNC owns the copyright in these photographs and I hereby waive any claims I may have based on any usage of the photographs or works derived therefrom, including but not limited to claims for either invasion of privacy or libel. I acknowledge and agree that I have no further right to additional consideration, and that I will make no further claim for any reason to WNC and together with its assigns and successors in interest. I agree that this release is irrevocable, worldwide and perpetual. I have read this release and am fully familiar with its contents.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I ALSO AGREE THAT I AM 18 OR OLDER, OR THAT I HAVE THE AUTHORITY TO REGISTER THE UNDERSIGNED PARTICIPANTS AND AGREE TO THE WAIVER FOR THEM.

PARTICIPANT SIGNATURE

PARENT OR GUARDIAN ON BEHALF OF THE
FOLLOWING NAMED CHILD(REN)

DATE
