

Walk for Hope
Sponsored by the Foundation of Hope
Sunday, October 13, 2024

Participant's Agreement, Waiver, Release and Acknowledgment

In consideration of my accepting this entry for the Walk for Hope ("Event"), I hereby, for myself, my heirs, executors and administrators, and for any minor I sign for, fully and unconditionally waive any and all claims, causes of action, damages, losses (economic and non-economic), costs and expenses (including, without limitation, attorneys fees), and liabilities of every kind that I may have at any time against the Released Parties (collectively "Claims"), for death, personal injury, illness (including but not limited to COVID-19), emotional distress or property damage, which may arise out of, result from, or relate to my participation in this Event, or my traveling to or from the Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, and I hereby release and forever discharge from those Claims the Foundation of Hope for Research & Treatment of Mental Illness (the "Foundation of Hope"), its employees, trustees, agents, officers and volunteers, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors and Event organizers, including walk directors and volunteers (collectively, the "Released Parties"), even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I further agree to indemnify, hold harmless, and defend the Released Parties to the fullest extent allowed by law, from and against any and all liability, in law or equity, including any and all claims, demands, known or unknown causes of action, suits or judgments of any and every kind (including attorneys' fees) associated with injury to any person or damage to any property which results from my participation in the Event.

I acknowledge that my participation in the Event involves inherent risks associated with physical exertion. I understand that it is my sole responsibility to understand the risks and determine whether I am fit safely to participate in the Event, and I assume all risks involved in my participation in the Event. I agree to abide by any decisions of an Event official relative to my ability to safely complete the Event.

I grant to the Foundation of Hope and the other organizations named above, and the sponsors, the exclusive right to the free use of my name, voice and/or picture in any broadcast, telecast, advertising promotion or other account of the Event or any future Walk for Hope or other Foundation of Hope events. Also, by participating, you consent to receive future messages by email, telephone, text and post. For information about how the Foundation of Hope uses your information please see our Privacy Policy on our website: www.walkforhope.com.

I acknowledge that my entry fee is **non-refundable**, even if the Event is cancelled or changed.

I understand that no bicycles or skateboards are allowed in the Event. I will abide by these guidelines and all other Event guidelines and rules.

I agree that any legal claim or dispute arising out of or in any way relating to my participation in the Event will be governed by the laws of North Carolina and will be adjudicated exclusively by and in the Courts of North Carolina. Should any portion of this document be deemed unenforceable, the remainder shall remain in full force and effect.

In signing this Participant's Agreement, Waiver, Release and Acknowledgment (the "Agreement"), I acknowledge and represent that I am eighteen (18) years of age or older, that I have personally read or have had such Agreement orally presented and explained to me, and that I fully understand the contents of this Agreement prior to signing it. I fully understand and acknowledge that I am signing this Agreement voluntarily and of my own free will; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. My participation in the Event is elective and voluntary, despite the possible dangers and risks.

Print Name of Participant

Signed: * _____

Date: _____

*If Participant is a minor, a parent or legal guardian is required to sign below.

Consent and Release of Parent or Legal Guardian

I am the parent or legal guardian of _____ ("Child"). Child is fit for the event and I consent to Child's participation. I have read and understand the Agreement. In consideration of allowing Child to participate, I consent to the contract and agree that its terms shall likewise bind Child, me, and our heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify, and hold harmless the Released Parties from every claim and any liability that I or Child may allege against the Released Parties (including reasonable legal fees and costs) as a direct or indirect result of injury or death to Child or me because of Child's participation in the Event, whether caused by the negligence of the Released Parties or others to the maximum extent permitted by law. I promise not to sue the Released Parties on my behalf or on behalf of Child regarding any claim arising from Child's participation in the Event.

Print Name of Parent/Legal Guardian

Signed: _____

Date: _____