

WALK RELEASE AND WAIVER OF LIABILITY

PLEASE CAREFULLY READ ALL TERMS BELOW BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS:

Participant's Name: _____	Date of Birth: _____
Parent/Guardian's Name(s): _____ <i>(if Participant is under 18 years)</i>	

In consideration for Participant being permitted to participate in the Sickie Cell-ibration Awareness 2023 Walk/Run (the "SCAW23"), the undersigned hereby acknowledges, consents, and agrees as follows:

1. **Representations of Participant.** Participant hereby represents that Participant understands the nature of running/walking events such as the walk/run and that Participant is in good health, medically able and properly trained to participate in the SCAW23. Participant agrees to comply with the instructions as provided by the SCAW23 officials, supervisors and support staff and to abide by any decision of any SCAW23 official or supervisor relative to any aspect of Participant's participation in the, including, without limitation, the right of any SCAW23 official or supervisor to deny or suspend Participant's participation in the SCAW23 for any reason whatsoever.

2. **Knowledge of Risks.** Participant acknowledges and agrees that Participant has been advised by _____ ("Sponsor") and that Participant understands that Participant's participation in the SCAW23 may involve serious risks, including, without limitation, death, bodily injury, damage to personal property, and dangers resulting from injury or accident. Knowing the risks, dangers, and hazards involved in Participant's participation in the SCAW23, Participant nevertheless voluntarily consents and agrees to participate in the SCAW23. **I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY EXPRESSLY AND SPECIFICALLY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF DEATH OR BODILY INJURY TO PARTICIPANT AND/OR PARTICIPANT'S PERSONAL PROPERTY RESULTING FROM OR ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE SCAW23, WHETHER CAUSED BY OR CONTRIBUTED BY THE NEGLIGENCE OF SPONSOR, THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST (THE "SCF"), OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "PARTIES") OR OTHERWISE.** (Initials) _____

3. **RELEASE AND WAIVER.** **I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY, RELEASE, WAIVE, AND FOREVER DISCHARGE THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, RESULTING OR ARISING FROM PARTICIPANT'S PARTICIPATION IN THE SCAW23. I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT (I) THIS RELEASE DISCHARGES ALL OF THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES FROM ANY AND ALL LIABILITY THAT I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), MAY HAVE AGAINST THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES WITH RESPECT TO THE DEATH OR BODILY INJURY TO PARTICIPANT AND/OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY THAT MAY RESULT FROM PARTICIPANT'S PARTICIPATION IN THE SCAW23, AND (II) THIS RELEASE EXTENDS TO ALL ACTS OF NEGLIGENCE, WHETHER CAUSED BY OR CONTRIBUTED BY ANY OF THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES OR OTHERWISE.** (Initials) _____

4. **INDEMNITY.** **I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), UNCONDITIONALLY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, DEMANDS, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES) INCURRED BY ANY OF THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES RESULTING OR ARISING**

FROM PARTICIPANT'S PARTICIPATION IN THE SCAW23, INCLUDING, WITHOUT LIMITATION, THE DEATH OR BODILY INJURY TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY THAT MAY RESULT FROM PARTICIPANT'S PARTICIPATION IN THE SCAW23, WHETHER CAUSED BY OR CONTRIBUTED BY THE NEGLIGENCE OF ANY OF THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES OR OTHERWISE. (Initials) _____

5. **Medical Authorization.** In the event of any injury or illness of Participant during the SCAW23, I, individually and/or in my capacity as parent/legal guardian of Participant (as applicable), hereby authorize and consent to the transportation of Participant to the nearest medical or dental facility, and, should the need arise, I hereby further authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis and treatment in the discretion of the attending physician or dentist. I understand that I am giving this authorization in advance of any specific diagnosis, treatment or hospital care being required and I am providing this authorization to give authority and power to render any care which the medical provider and/or dental provider deems advisable. None of the foregoing medical or dental treatments shall be withheld if, in the event Participant is a minor, I cannot be reached prior to the administration of such medical and/or dental treatments. I hereby agree that I shall be solely responsible for the payment of any and all costs for such medical and/or dental treatments. I hereby agree that I shall be required to pay for any such costs or expenses. **I, INDIVIDUALLY AND IN MY CAPACITY AS THE PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY, RELEASE, WAIVE, AND FOREVER DISCHARGE THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, RESULTING OR ARISING FROM ANY SUCH MEDICAL OR DENTAL TREATMENT RENDERED TO PARTICIPANT.** (Initials) _____
6. **Photo/Video Consent and Release.** I hereby authorize Sponsor and the Sickie Cell Foundation of Palm Beach County and Treasure Coast to take photographs, recordings, and/or videos (whether electronic, digital, or otherwise) of Participant in connection with the SCAW23, and I hereby consent to the use, reproduction, and publication of such images by Sponsor and the Sickie Cell Foundation of Palm Beach County and Treasure Coast in connection with the promotion and publicity of the activities of Sponsor and the Sickie Cell Foundation of Palm Beach County and Treasure Coast, including, without limitation, publication of such images on Sponsor's website. I, individually and/or in my capacity as parent/legal guardian of Participant (as applicable), hereby waive any right to inspect or approve the actual use by Sponsor or the Sickie Cell Foundation of Palm Beach County and Treasure Coast of any such image of Participant. Such images of Participant shall be the sole property of Sponsor, and I, individually and/or in my capacity as parent/legal guardian of Participant (as applicable), acknowledge and agree that neither I nor Participant shall be entitled to any compensation whatsoever should any such images of Participant be used by Sponsor or the Sickie Cell Foundation of Palm Beach County and Treasure Coast. (Initials) _____
7. **COVENANT NOT TO SUE.** I HEREBY ACKNOWLEDGE AND AGREE THAT I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), WILL NOT INSTITUTE ANY SUIT OR ACTION AT LAW, OR OTHERWISE, AGAINST ANY OF THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES OR INITIATE OR ASSIST IN THE PROSECUTION OF ANY CLAIM FOR DAMAGES, OR CAUSES OF ACTION, WHICH I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), MAY HAVE BY REASON OF INJURY OR DEATH TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY RESULTING OR ARISING FROM PARTICIPANT'S PARTICIPATION IN THE SCAW23. (Initials) _____
8. **Severability.** If any term, covenant, or condition of this SCAW23 Run/Walk Release and Waiver of Liability (the "Agreement") is, to any extent, invalid, illegal, or unenforceable, I hereby agree that the remainder of this Agreement shall not be affected thereby, and shall, notwithstanding, remain binding, valid and enforceable to the fullest extent permitted by law.

I COVENANT, CERTIFY AND REPRESENT TO SPONSOR AND THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST THAT I AM THE PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE) AND THAT I HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTICIPANT. I HAVE (I) FULLY READ THIS AGREEMENT, (II) FULLY UNDERSTAND ITS TERMS, AND (III) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. I UNDERSTAND THAT I, ON MY OWN BEHALF AND/OR ON BEHALF OF PARTICIPANT (AS APPLICABLE), HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS AGREEMENT. I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME BY ANY OF THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AGAINST THE SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.