



**ALL PARTICIPANTS IN 2019 5K Run, Walk and Roll ARE REQUIRED TO ASSUME ALL RISKS OF LOSS BY SIGNING THIS GENERAL RELEASE AND WAIVER OF ALL LIABILITY, INDEMNITY & PHOTO RELEASE AGREEMENT**

The undersigned, on behalf of the undersigned and the undersigned's personal representatives, assigns, heirs, next of kin and on behalf of any minor child, other family member, invitee and/or visitor of the undersigned (the foregoing individually and collectively being hereinafter referred to as "Participant"), in connection with the NEW HORIZONS: SERVING INDIVIDUALS WITH SPECIAL NEEDS ("NH") sponsored 2019 5K Run, Walk & Roll on October 12, 2019 (hereinafter referred to as the "Event") hereby agrees as follows:

1. Participant HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NH, from all liability to Participant for all loss or damage and any claim or demands therefor, on account of injury or death to the person or property of Participant, in connection with the Event, even if CAUSED BY THE ACTIVE NEGLIGENCE OF NH.
2. PARTICIPANT WARRANTS THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT AND UNDERSTANDS THAT NH HAS RELIED ON THEM IN PERMITTING PARTICIPANT TO PARTICIPATE IN THE EVENT:
  - a. No oral representations, statements or inducements have been made by NH.
  - b. Participant is fully aware of the risks and hazards inherent in the Event, AND VOLUNTARILY ASSUMES ALL RISKS OF LOSS, DAMAGE, OR INJURY THAT MAY BE SUSTAINED BY PARTICIPANT IN CONNECTION WITH THE EVENT.
  - c. All NH materials and services are provided to Participant "as is" without representation or warranty of any kind whatsoever. Participant accepts the NH materials and services for the Event on an "as is" and "with all faults" basis.
  - d. Participant acknowledges that the risks and hazards being assumed by Participant may increase during the time Participant is participating in or observing the activities being conducted.
  - e. PARTICIPANT IS AWARE THAT THE PARTICIPATION IN OR OBSERVATION OF THE EVENT IS AN ACTIVITY BEYOND THE CONTROL OF NH. PARTICIPANT DOES VOLUNTARILY PARTICIPATE IN OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGER INVOLVED. PARTICIPANT HEREBY AGREES TO ACCEPT ANY AND ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ASSOCIATED WITH PARTICIPANT'S PARTICIPATION, EVEN IF CAUSED BY THE ACTIVE NEGLIGENCE OF NH.
3. Participant agrees to indemnify and hold NH free and harmless of any from any and all claims, demands, liabilities, damages, costs (including attorney's fees and expert fees) arising on account of injury to the person or property or resulting in death of Participant, WHETHER CAUSED BY THE NEGLIGENCE OF NH RESPECTING THE EVENT OR WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF NH OR PARTICIPANT WHILE PARTICIPATING IN OR OBSERVING EVENT AND RELATED ACTIVITIES CONDUCTED BY NH.
4. This Agreement shall remain effective from the date of execution hereof until revoked by writing to such effect delivered to NH. It is understood and agreed that all rights under Section 1542 of the Civil Code of California which provides as follows, "CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor," are hereby expressly waived.
5. The releases under this Agreement shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.
6. **The undersigned hereby grants full and complete permission for use of all photography, motion pictures, recording or any other record of my participation in the aforesaid event including all forms of internet use and the like for the promotion and support of the activities of New Horizons.**

PARTICIPANT WARRANTS THAT PARTICIPANT HAS CAREFULLY READ AND FULLY UNDERSTANDS THE AGREEMENTS CONTAINED HEREIN AND VOLUNTARILY SIGNS THIS GENERAL RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT.

(ONE PER FAMILY NEEDED)

DATED: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_



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