

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Walk to End Lupus Now (“the Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Lupus Foundation of America, Florida Chapter, located at 2300 High Ridge Road, Suite 375, Boynton Beach, FL 33426, their affiliates, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity, including travel to and from and during this Activity.

I agree to indemnify and hold harmless the Lupus Foundation of America, Florida Chapter against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Lupus Foundation of America, Florida Chapter incurs any of these types of expenses, I agree to reimburse Lupus Foundation of America, Florida Chapter.

I acknowledge that Lupus Foundation of America, Florida Chapter and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Lupus Foundation of America, Florida Chapter.

I acknowledge that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge the Lupus Foundation of America, Florida Chapter and all its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Lupus Foundation of America, Florida Chapter for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Lupus Foundation of America, Florida Chapter, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength.

Both the Participant, _____, and the Lupus Foundation of America, Florida Chapter agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision within this Release of Liability shall be deemed to be severable or invalid, or if any item, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provisions it would become valid and enforceable, then said provisions shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and this this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____,
named above, and do hereby give my consent without reservation to the following on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____