

# **LEHIGH VALLEY MENTAL HEALTH AWARENESS WALK**

## **Release and Waiver of Liability**

By signing/initialing the Release and Waiver of Liability, and for consideration of participation in the **Lehigh Valley Mental Health Awareness Walk**, currently scheduled to take place on **Friday May 5, 2023** I, fully and completely waive and release the City of Bethlehem, Recovery Partnership, and all other entities, its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all state and local governments, assigns, sponsors, their representatives and successors and other persons, from any and all claims, liabilities, damages, and/or causes of action arising out of an injury to me (or my dependent) and from any and all claims, liabilities, damages, and/or cause of actions arising from, or relating to, my (or my dependent's) participation or attendance in the Event.

### **Inherent and Potential Risks**

I understand that the Lehigh Valley Mental Health Awareness Walk involves strenuous physical activity involving walking long distances. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Lehigh Valley Mental Health Awareness Walk relating to the risk of strenuous physical activity associated with walking long distances, collisions with other participants, vehicles, and pedestrians, or falling. I acknowledge that I (or my dependent) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers (including, but not limited to, contracting a disease), negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of other participants, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I assume all risks associated with consuming any food or drink available at the Event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I (or my dependent) may have.

I acknowledge that my participation in the Lehigh Valley Mental Health Awareness Walk may involve time not spent walking where I am still attending the event. I assume all risk for any and all activities in addition to walking that I (or my dependent) engage in throughout the Event, including my (or my dependent's) safety from the beginning of the Event through its conclusion.

I agree to dress myself (or my dependent) appropriately as to mitigate risk of physical injury to myself (or my dependent) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in the Lehigh Valley Mental Health Awareness Walk; and dressing in conjunction with the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the Event.

Weapons are strictly prohibited at all Society events. I agree not to bring a weapon of any kind to the Event, including all Society sponsored pre and post Event activities.

### **Medical Evaluation**

I attest that I (or my dependent) am medically and physically able to participate in the Lehigh Valley Mental Health Awareness Walk. If I experience any doubt as to my (or my dependent's) ability to successfully and safely participate in and/or complete event, I take full responsibility for consulting a physician. I attest that, if I (or my dependent) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my dependent) should have or did consult a physician prior to participating in the event.

I consent to emergency medical care and transportation in the event of injury to me (or my dependent) as medical professionals may deem appropriate. This Waiver extends to any liability arising out of, or in any way connected

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with, the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

### **Voluntary Participation**

I am fully aware of the risks connected with participation in Lehigh Valley Mental Health Awareness walk, whether specifically listed in this Waiver or not, and I voluntarily elect to participate in the event knowing that this participation involves these risks. I understand that my participation in the event may or may not accompany a minimum fundraising obligation for the benefit of funding of the Lehigh Valley Mental Health Awareness Walk.

### **Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to participate in event, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me (or my dependent), or any loss or damage to property owned by me (or my dependent), as a result of participating in the event.
2. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of the LEHIGH VALLEY MENTAL HEALTH AWARENESS WALK RELEASE AND WAIVER OF LIABILITY 2 care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my dependent), or to any property belonging to me (or my dependent), while participating in the event including, but not limited to, any claim that the act or omission complained of **was caused in whole or in part by the negligence or carelessness of the Releasees.**

### **Acknowledgment and Compliance with Rules**

I agree to observe all rules and safety procedures that accompany the Lehigh Valley Mental Health Awareness Walk and to abide by any decision of an Event official relative to my (or my dependent's) ability to safely participate in the Event. I agree to exhibit appropriate behavior at all times and to obey all laws. Event officials may dismiss me (or my dependent), without refund, should my (or my dependent's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

### **COVID-19 Acknowledgement**

I hereby acknowledge and understand that the 2019 novel coronavirus ("COVID-19") is extremely contagious and easily spread through air, person-to-person contact, and contact with contaminated objects. People can be infected and show no symptoms yet still spread the disease, which can cause serious and potentially life-threatening illness and even death.

Further, I knowingly and voluntarily agree to follow all required and relevant federal, state, local, and event committee guidelines and recommendations to maintain the health and safety of event attendees. I acknowledge that failure to comply with these practices may result in exposure to, or contraction of, COVID-19 and may put others at risk. Prior to the event, I acknowledge and agree that I will fully and truthfully fill out and sign any waivers, releases, and/or questionnaires that may be required of me by the Society as a condition to volunteering at the event.

### **Severability**

I agree that if any portion of this Waiver is deemed to be invalid, the remainder of the Waiver will still be binding and enforceable.

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### **Photography and Website Release**

I hereby grant full permission to the Lehigh Valley Mental Health Awareness Walk to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this Event, including all the sponsored pre and post Event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of the event. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of event I may take or capture to the Lehigh Valley Mental Health Awareness Walk Committee.

I grant permission for the Lehigh Valley Mental Health Walk Committee to publish and recognize my participation in event on its website and other media platforms.

By clicking the “I agree to the above waiver” field on the Lehigh Valley Mental Health Awareness Walk registration page, I acknowledge and represent that I have carefully read and understand all terms of the Lehigh Valley Mental Health Awareness Walk. Release and Waiver of Liability.

### **IF YOU ARE A PARENT/GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18**

By entering my signing/initialing, I verify that:

- **The participant and I are over 18 years of age**
- **The parent/legal guardian of the participant who is under 18 years of age**
- **The legal guardian of a disabled person who is unable to authorize on their own behalf**

I attest that I am in fact the parent or legal guardian of the below-named participant and am legally authorized to sign on the participant’s behalf. I hereby give my approval to this individual’s participation in Lehigh Valley Mental Health Awareness Walk. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my dependent and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my dependent’s participation in event. I consent to the foregoing and grant permission for my dependent to participate in event. I attest that if my dependent, I acknowledge I have carefully read, accept, and agree to the terms of this Waiver, and know and understand its contents and I sign the same on my own free act and deed.