

2023 Event Waiver

The Center for Wellness and Cardiac Rehabilitation Walk for Fun and Fitness Assumption of Risk and Waiver Statement

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic, and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, Trinity Health Of New England Corporation, Inc., and Saint Francis Hospital and Medical Center, and each of their officers, director and agents, representatives, employees and members, successors and assigns, and all other persons associated with the event, for my all liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I understand that my donation is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

REGISTRATION AGREEMENT AND LIABILITY WAIVER ("Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. I represent and warrant that I have full legal authority to complete this event registration on behalf of myself and/or any party I am registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged (if applicable). If I am registering a child under the age of 18 or an incapacitated adult I further represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, I agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, I agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

I UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. I UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. I ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATION IN THIS EVENT. I UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, I AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF ME OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, AND DISCHARGE TRINITY HEALTH OF NEW ENGLAND CORPORATION, INC. AND SAINT FRANCIS HOSPITAL AND MEDICAL CENTER, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, VOLUNTEERS AND EMPLOYEES AND ALL PERSONS ASSOCIATED WITH THIS EVENT FROM ALL CLAIMS OR LIABILITIES OF ANY KIND ARISING OUT OF MY PARTICIPATION IN THIS EVENT EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS NAMED IN THIS WAIVER. I FURTHER COVENANT NOT TO SUE TRINITY HEALTH OF NEW ENGLAND CORPORATION, INC. OR SAINT FRANCIS HOSPITAL AND MEDICAL CENTER, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, VOLUNTEERS AND EMPLOYEES OR ANY PERSONS ASSOCIATED WITH THIS EVENT FOR ANY LIABILITY OR CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY ME OR ANY REGISTERED PARTY.

THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

Registered Party's Name: _____

Signature of Registered Party or Parent/Legal Guardian: _____

Date: _____