## The Spirit of Service

## In The Joy Of Others walk I Run 2025 WAIVER OF CLAIMS and RELEASE OF LIABILITY

(to be signed by each walker and kept in records for 7 YEARS)

This agreement is a WAIVER OF CLAIMS and RELEASE OF LIABILITY by the "Participant" in favor of BAPS Charities, affiliated organizations and sponsors ("Releasee"), for participation in Walkathon ("Event").

In return for the opportunity to participate in the Event, the Participant by signing below gives his/her consent to each of the following:

- (1) There may be risks of harm or injury associated with the Participant's participation in the Event. The Participant accepts and assumes responsibility for such risks. The Participant will take all training required and will comply with the safety instructions, rules, and policies provided to him/her. The Participant has no known physical or mental condition that restricts his/her ability to participate and do what is expected of him/her.
- (2) The Participant releases, indemnifies and holds harmless Releasee (and all of its officers, directors, employees, agents, insurers, and successors), to the extent permitted by applicable law, for any and all claims and liabilities (including fees and costs) to persons or property caused in any manner by his/her conduct as a participant.
- (3) The Participant gives permission to the Releasee to use any pictures, video or audio footage taken during the Event for future promotional use.
- (4) The Participant, for himself/herself, his/her legal representatives, heirs, and all who claim from him/her, waives and releases all rights, claims, damages, losses, and/or complaints against Releasee (and all of its officers, directors, employees, agents, insurers, and successors) for any injury or damages arising out of the acts or omissions of himself/herself, Releasee, any other participant, or any other person.
- (5) This agreement is intended to be as broad and inclusive as permitted by law. If any portion of this agreement is held invalid, the balance of this agreement shall continue in full force and legal effect. This agreement shall be construed and enforced by the laws of New Jersey.
- (6) The Participant acknowledges that this waiver and release form is legally binding. The Participant agrees to it voluntarily, and with the understanding that, by doing so, he/she is agreeing to waive and release legal rights. The Participant intends that this agreement shall be enforceable in the event of any future litigation. No oral representations or promises apart from this agreement have been made to the Participant.

BY SIGNING THIS AGREEMENT THE PARTICIPANT IS WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. THE PARTICIPANT HAS READ THIS AGREEMENT

CAREFULLY BEFORE AGREEING TO IT.

Print Walker Name: (separate form for each adult/minor)

Walker Signature: (parent/guardian to sign for a minor)

Walk Center: Region: Walk Date: 06/01/2025