



WAIVER OF LIABILITY AND RELEASE AGREEMENT Walk-a-thon / Empowerment Event

I understand I am agreeing to participate in the Trauma Awareness Walk and Empowerment Event, offered by Pretty Tough Womens Empowerment Co. As a precondition to participating in the Activity, I have read the following Release Agreement and agree to its terms.

Assumption of Risk:

I understand that participating in the activity entails inherent risks of physical injury, including, but not limited to, tripping and falling, abrasions, cuts, and contusions, sprained ankles and wrists, broken wrists, heart attack, struck by car, dog bite, dehydration, heat, rash, heat exhaustion, and any acts of nature. I have been given the chance to ask any questions that I may have. Having read this form, I am fully aware of the risks and hazards associated with the activity, and hereby elect to voluntarily participate in the activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the activity, unless caused by the gross negligence or willful misconduct of the Organization / City of Flint, its officers, trustees, agents, employees or volunteers.

Liability Release:

In consideration for the Organization allowing me to participate in the activity, I agree I will not sue the Organization and I release the Organization from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Organization / City of Flint.

Indemnification:

I agree to indemnify and hold harmless the Organization from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the Organization may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the Organization / City of Flint.

Warranty of Physical Fitness:

I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Organization has not made, nor will make, any



investigation into my physical fitness or ability to participate in the Activity, and the Organization is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

Emergency Medical Treatment:

I grant the Organization permission to authorize emergency medical treatment as it deems appropriate and agree that such action by the Organization shall be subject to the terms of this Agreement. I understand and agree that the Organization assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Intent:

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws provision. The courts in Genesee County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

Conclusion:

In purchasing a ticket, I acknowledge that I have read this Liability/Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that my participation is voluntary, and I am at least eighteen years of age. My family and I are fully aware of the hazards and risks inherent in participation in the walk and event, and hereby elects to participate voluntarily and assume all risks of loss, damage or injury that may be sustained by him or her while participation in the Walk.