

**WAIVER AND RELEASE OF LIABILITY AND  
PUBLICITY WAIVER AND RELEASE*****Waiver and Release of Liability***

As consideration for being permitted to participate in the "**Activity**" or "**Activities**", which terms shall, whenever used throughout this document, refer to and include all and any training for and/or participation in any running, or other sporting event organized, supported by, or otherwise associated with Evergreen Prosthetics & Orthotics ("**Evergreen**"), **I HEREBY FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO BRING A LAWSUIT** (directly or indirectly, alone or jointly) against Evergreen, its affiliates, successors and assigns, and the directors, officers, employees, volunteers, agents, contractors, and representatives of each (collectively "**Releasees**") from any and all actions, claims, injuries, expenses or demands (including, without limitation, attorneys' fees and costs) (collectively "**Claims**") that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, including without limitation for injury, death or property damage, related to (a) my participation in the Activities, (b) negligence, inaction, omissions or other acts, whether directly connected to the Activities or not, and however caused, by any Releasee, or (c) the condition of the premises where these Activities occur, whether or not I am then participating in the Activities.

I acknowledge that **I AM VOLUNTARILY PARTICIPATING** in the Activities, and that Evergreen and its associates offer the Activities on a *participation by choice* basis and I am free to *NOT* participate in any Activity. I understand that participating in an Activity is a test of a person's physical and mental capabilities and carries with it known and unknown inherent risk, including serious injury or death. **I HEREBY EXPRESSLY ASSUME ANY AND ALL RISKS ASSOCIATED WITH MY PARTICIPATING IN AN ACTIVITY**, whether foreseeable or otherwise and whether caused by the negligence of the Releasees or otherwise, and I understand that some, but not all of the risks may include psychological or physical injury of any kind such as: muscle soreness/cramps; abnormal heart beat, abnormal blood pressure, stroke, and/or heart attack; falls and injuries related to falls; injuries related to exercise; exacerbation of existing medical problems; any and all hazards posed by spectators or other participants (whether such hazard occurs intentionally, recklessly, or negligently); the effects of the weather (including temperature extremes, rainfall, and humidity); and/or the surface condition of the roads and sidewalks. I am familiar with, and shall use, the safety equipment customarily used by participants in the Activities, and I **EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH MY FAILURE** to use such safety equipment, and/or my use of defective or inappropriate safety equipment, whether provided by me, Evergreen or another participant.

I certify that I am physically fit, have properly prepared for the Activities in which I will participate, and have not been advised against such participation by any qualified health professional. Should any qualified health professional advise that I not participate in an Activity, I shall immediately withdraw myself from and shall not participate in any Activity that such health professional's advice might reasonably be construed to relate to. I certify that I have adequate medical insurance coverage or can personally bear costs for medical treatment for any physical injury, damage or loss. I agree that Activity volunteers (including without limitation all training volunteers) may, but are not obligated to, authorize necessary emergency treatment for me during the course of an Activity and/or provide first aid and/or medical assistance to me. I hereby consent to such first aid and/or medical assistance and agree to cover any costs and fees attributable to such first aid and/or medical assistance.

***Publicity Waiver and Release***

In connection with the Activities, Evergreen desires to use and publicize my name, image, likeness and other personal characteristics and private information for advertising, promotion and other business purposes. In exchange for good and valuable consideration, I give Evergreen my permission for such use and publicity for such purposes. I hereby irrevocably permit, authorize and license Evergreen and its affiliates, successors and assigns, and the employees, officers, directors and agents of each ("**Authorized Persons**"), to display, reproduce, edit, create derivative works, sell, rent, license, otherwise use and permit others to use my name, image, likeness, voice, and all materials created by or on behalf of Evergreen that incorporate any of the foregoing ("**Materials**") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created for any purpose without further consent from or royalty, payment or other compensation to me. I hereby irrevocably transfer and assign to Evergreen my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that Evergreen shall have the right to

use or distribute Materials without my prior review or approval, and that Evergreen has no liability to me for any editing or alteration of the Materials or for any distortion or other effects therefrom. Evergreen has no obligation to use the Materials or to exercise any rights related to the Materials.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Publicity Claims**") arising directly or indirectly from the use of the Materials and agree not to make or bring any such Publicity Claim against any Authorized Person.

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I agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** each of the Releasees for any and all claims arising out of, or resulting from (whether directly or indirectly) my actions, inactions, or omissions, and/or my breach or failure to adhere to or comply with any provision of this Waiver and Release of Liability and this Publicity Waiver and Release (collectively the "**Agreement**"). Should Evergreen or anyone acting on its behalf be required to incur attorney's fees to enforce this Agreement, I agree to indemnify and reimburse them for such fees or costs.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Waiver and Release of Liability and this Publicity Waiver and Release are intended to be as broad and inclusive as permitted by the laws of the State in which the Activities are conducted. If any portion thereof is held invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER AND RELEASE OF LIABILITY AND IS CONTRACT BETWEEN MYSELF AND EVERGREEN, AND SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE TO THE GREATEST EXTENT ALLOWED BY LAW.

Executed at \_\_\_\_\_, on \_\_\_\_\_.

**PARTICIPANT/RELEASOR**

Signed: \_\_\_\_\_ Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

If Participant/Releasor is a minor:

I am the parent or legal guardian of the **minor** named above. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Agreement and agree that both the **minor** and I shall be bound by all of its terms and conditions.

**PARENT/GUARDIAN**

Signed: \_\_\_\_\_ Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_