

# **CHALLENGE WALK RELEASE AND WAIVER OF LIABILITY**

By signing this Challenge Walk Release and Waiver of Liability (“Waiver”), and for consideration of participation in the \_\_\_\_\_ Challenge Walk event (“Event”), currently scheduled to take place on \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_, fully and completely waive and release the National Multiple Sclerosis Society (“Society”), 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 (collectively, the “Releasees”), 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 Challenge Walk involves strenuous physical activity involving walking long distances potentially over the course of several days. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Challenge Walk relating to the risk of strenuous physical activity associated with walking long distances over the course of several days, 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, 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 Challenge Walk may involve an overnight stay and time not spent walking where I am still attending the Challenge Walk 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 Challenge 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 Challenge Walk. If I experience any doubt as to my (or my dependent’s) ability to successfully and safely participate in and/or complete Challenge Walk, 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 Challenge Walk.

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 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 Challenge Walk, whether specifically listed in this Waiver or not, and I voluntarily elect to participate in Challenge Walk knowing that this participation involves these risks. I understand that my participation in Challenge Walk accompanies a minimum fundraising obligation for the benefit of Society.

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

In consideration for being permitted to participate in Challenge Walk, 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 Challenge Walk.
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

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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 child), or to any property belonging to me (or my dependent), while participating in Challenge Walk 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 Challenge 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. Society and 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 Liability Waiver**

I hereby acknowledge and understand that the 2019 novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization and is reported to be 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. Evidence suggests that COVID-19 can cause serious and potentially life-threatening illness and even death.

By signing this Waiver, I hereby acknowledge and agree that the Society is taking appropriate and reasonable steps to hold all of its events, including the Event, in a safe and healthy manner in consideration of its attendees and participants. However, I acknowledge and understand that the Society does not make any guarantees that I will not become exposed to, or infected by, COVID-19 while attending or participating in the Event. Due to the contagious nature of COVID-19, I voluntarily assume the risk that I may become exposed to, or infected by, COVID-19 at the Event and that such exposure or infection may result in illness, disability, and/or death.

By signing this Waiver, I knowingly and voluntarily agree to follow all required and relevant federal, state, local, and Society guidelines and recommendations to maintain the health and safety of Event participants. These safety and health guidelines include, but are not limited to, wearing a mask during the Event, practicing social distancing by keeping at least six feet between myself and other persons at all times, and regularly using personal sanitation methods such as hand sanitizer. 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. On the day of the Event, or just prior to, I acknowledge and agree that I will fully and truthfully fill out and sign any additional waivers, releases, and/or questionnaires that may be required of me by the Society as a condition to participating in the Event.

By signing this Waiver, I acknowledge and agree that I will not attend nor participate in the Event if I have experienced any illness or COVID-19 related symptoms within any of the fourteen (14) days immediately prior to the Event. Such symptoms include, but are not limited to, cough, fever, higher than normal temperature, abnormal fatigue, abnormal body aches/pain, shortness of breath, nausea and/or loss of taste or smell. I will not attend the Event if I have tested positive for COVID-19, or if I have been in contact with any person that has tested positive for COVID-19 or shown COVID-19 related symptoms, within any of the fourteen (14) days immediately prior to the Event. If I display symptoms commonly related to COVID-19 during the Event, I agree that the Society may, in its sole discretion, instruct me to immediately leave the Event premises for the remainder of the Event, which I will promptly comply with.

By signing this Waiver, I acknowledge and understand its intent and for myself, my heirs, executors, administrators and representatives do hereby agree to absolve and hold harmless the Society, all Event vendors, and all individuals and organizations connected with the Event in any way, together with their respective successors and assigns, from and against any liability arising from me being exposed to, or infected by, COVID-19. I understand that if I am found to have contracted or been exposed to COVID-19 as a result of attendance of the Event, then a court of law or third-party mediator or arbiter shall find that I have waived my right to a claim against the Society. I further agree to indemnify, defend, and hold harmless the Society from any claim that may arise from, or relate to, me exposing any individual to COVID-19.

## **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.

## **Photography and Website Release**

I hereby grant full permission to the Society 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 Society 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 Society. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Challenge Walk I may take or capture to the Society.

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I grant permission for the Society to publish and recognize my participation in Challenge Walk on its website and I have reviewed and consented to the Society's Online Privacy Policy found at [www.nationalmssociety.org/Helpful-Links/Legal-Notice-Privacy-Policy/Privacy-Policy](http://www.nationalmssociety.org/Helpful-Links/Legal-Notice-Privacy-Policy/Privacy-Policy).

**I acknowledge and represent that I have carefully read and understand all terms of this Challenge Walk Release and Waiver of Liability.**

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Emergency Contact Number:** \_\_\_\_\_

**Emergency Contact Relationship:** \_\_\_\_\_

## **COMPLETE BELOW SECTION IF YOU ARE A PARENT/GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:**

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 Challenge 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 Challenge Walk. I consent to the foregoing and grant permission for my dependent to participate in Challenge Walk. I attest that my dependent, the below-named participant, is a minimum of twelve (12) years of age as of the date of Challenge Walk. I attest that if my dependent, the below-named participant, is under fourteen (14) years of age as of the date of the Event, he or she will be accompanied by an adult eighteen (18) years of age or older throughout his or her participation in the Event.

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.

**Dependent's Full Name:** \_\_\_\_\_

**Parent/Guardian's Full Name:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_