

FOR AN ADULT:

RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE EXECUTED BY PARTICIPANT ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT

I, _____, the **individual participating** in the **Town of Montgomery Food Pantry Health Walk:**

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of such activities and that I am in good health and in proper physical condition to participate in such activity.
2. **I FULLY UNDERSTAND THAT:** (a) such participation in the aforesaid activities involve risk and danger of serious bodily injury, including permanent disability, paralysis and death; (b) these risks and dangers may be caused by said **participant's** actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place or the negligence of the Village of Walden, its officers, employees or agents; **the Walden Community Council; or the Town of Montgomery Food Pantry;** (c) there may be other risks and social economic losses either known or unknown to me or not readily foreseeable at this time, and I fully accept and assume all such risks and responsibilities for losses, costs and damages **that** may incur as a result of participation in the activity.
3. **I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE VILLAGE OF WALDEN,** its officers, employees, agents or volunteers; **the WALDEN COMMUNITY COUNCIL; or the TOWN OF MONTGOMERY FOOD PANTRY;** and other participants, any sponsors, advertisers (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the Releasees, or otherwise, including negligent rescue operations, and I further agree that if despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I or anyone on **my** behalf makes a claim against the Releasees, I will indemnify, save and hold harmless each of the Releasees, from any litigation expenses, attorneys' fees, losses, liability, damages or costs of which they may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant _____

Address _____

Telephone Number _____

Signature of Participant _____

Date: _____