

# WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

Released Persons: SurviveDC and any director, organizer, volunteer, and/or agent of SurviveDC.

By signing this agreement, you, the UNDERSIGNED (hereinafter "Participant"), give up your right to bring a court action to recover compensation or obtain any other remedy for any loss or damage to your property, for any injury to you, or for your death (however caused) arising out of your participation in SurviveDC.

## RISKS.

The Participant fully understands and acknowledges that as a voluntary participant in SurviveDC, Participant will be engaging in activities that may include running through city streets, being chased by strangers, and navigating unfamiliar parts of a city. These activities involve inherent risk of serious injury.

Risks inherent in SurviveDC include, but are not limited to: (a) **Falls and collisions** resulting from **vehicular traffic**, pedestrians, loss of control, uneven pavement, man-made or natural obstacles, or loose or slippery surfaces, (b) **Health risks** such as increased aerobic activity, dehydration, overexertion, environmental conditions such as temperature or weather, or preexisting health conditions that are complicated or exacerbated while participating in SurviveDC, (c) **Other risks** caused by the actions, inactions or negligence of the Released Persons, other participants, and spectators; conditions of the premises or equipment used; or rules of play. Participant also fully understands and acknowledges that there may be other risks that are not known or foreseeable at this time.

The Released Persons cannot control these risks, nor have the Released Persons judged Participant's skill level or ability prior to allowing Participant to participate and consequently are in neither a position to or owe a duty to guarantee Participant's personal health or safety during SurviveDC.

## ASSUMPTION OF RISK AND WAIVER OF LIABILITY.

The Participant **KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS**, both known and unknown, anticipated and unanticipated, **even if arising from the negligence of the released persons or others**, and Participant assumes full responsibility and liability for Participant's participation.

## RELEASE OF CLAIMS AND COVENANT NOT TO SUE.

In consideration of permission to participate in and as a requirement of participation in SurviveDC, the Participant, on behalf of Participant and Participant's heirs, representatives, executors, administrators, assigns, and any other person with an interest, hereby **covenantS and agrees not to sue**, and waives and releases the right to make claim against, prosecute, or attach the property of the Released Persons for damages caused by any loss or damage to property, injury, or death arising out of or in any way related to Participant's participation in SurviveDC, whether the participation is supervised or unsupervised, however the damages are caused, including but not limited to the negligence of the Released Persons. The Participant further agrees **to fully release, indemnify, DEFEND, and hold harmless** the Released Persons from any and all actions, demands, claims, and costs (including attorneys' fees they may incur in connection with defense of any claim) arising out of or in any way related to Participant's participation in SurviveDC, whether or not such actions, demands, claims, and costs result from the negligence of the Released Persons.

## RESPONSIBILITY FOR EMERGENCY CARE and STATEMENT OF FITNESS TO PARTICIPATE.

In consideration of the possibility of an accident or illness, Participant hereby consents to emergency transportation and treatment necessary in the event of injury or illness. Participant hereby accepts responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills. Participant understands the physical requirements of SurviveDC, and certifies that Participant is physically fit and able to participate and has not been advised otherwise by a qualified medical professional.

## VALIDITY OF EACH PART and JURISDICTION.

If any portion of this Agreement is held to be invalid or unenforceable, its invalidity or unenforceability will not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement would be invalid or unenforceable, then such provision will be deemed amended to the extent necessary for such provision to be valid or enforceable. This agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia and no other jurisdiction.

Participant's Name (Printed)

Participant's Signature

Date

### To Be Signed if Participant is under 18 years of Age

I am the parent or guardian of \_\_\_\_\_ ("my Child"). My Child is fit to participate in SurviveDC, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT. In consideration of allowing my Child to participate in SurviveDC, I consent to the Waiver, Release, Covenant Not to Sue and Indemnity Agreement and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, executors, legal representatives, assignees, and any other person with an interest.

Parent or Guardian's Name (Printed)

Parent or Guardian's Signature

Date