

**FRIENDS OF VAN CORTLANDT PARK
HIKE-A-THON, May 1st, 2010
WALK-A-THON WAIVER AND RELEASE OF LIABILITY**

1. In recognition of the risk of injury while participating in the Friends of Van Cortlandt Park Hike-a-Thon and as consideration for the right to participate in the event, I hereby for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the event, and do hereby release and forever discharge the Friends of Van Cortlandt Park and its affiliates, managers, board members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, business and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, the event site and its agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns and all sponsors and/or beneficiaries of the event (collectively Hosts) from any and all liability, claims, demands, damages, actions, or causes of action now existing or which hereinafter may arise as a result of my participation in the event, whether any injury is caused by the negligence of the Hosts, the negligence of myself or third parties, the conditions of the course or any other cause.
2. I agree to indemnify and hold harmless the Hosts against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys fees, if litigation arises on account of claims made by me or anyone on my behalf.
3. I attest that I am physically fit and have trained sufficiently for the Event, and that a licensed medical doctor has recently verified my physical condition. I will not knowingly push beyond my physical limits at any time during the Event.
4. I recognize that various photographs, video recordings, and other media will be taken during the Event. I agree to grant the Hosts full permission to use any photographs, video recordings, or other media of the Event that contain my likeness for the purpose of promoting The Friends of Van Cortlandt Park (the organization) or the Event, or for any purpose deemed appropriate by the organization.
5. For safety purposes, I agree to refrain from using headphones (and/or cellular phones) during the Event.
6. I acknowledge that this Agreement is the entire agreement between the Hosts and me, and that this Agreement cannot be modified or changed in any way by representations or statements of the Host or by me.
7. I hereby declare that I have read and fully understand this Agreement in its entirety and that, by signing below, I assent to all of the terms and conditions contained in this Agreement.

Signature

Date

If participant is under the age of 18, a Parent/Guardian must sign below:

Parent/Guardian Signature

Date