

## **GENERAL LIABILITY AND RELEASE**

### **ALL PARTICIPANTS IN BGCG EVENTS & ACTIVITIES**

In consideration of the opportunity provided by Boys & Girls Club of Greenwich ("BGCG") to participate in its events, I hereby voluntarily state, represent, and agree as follows:

I am voluntarily entering or agreeing to participate in BGCG's races, classes, expo, or other events, as well as activities related thereto (collectively, the "Events"). I agree not to enter or participate in any of the Events unless I am healthy, medically able, and properly trained, and agree that it is my responsibility to consult with a physician prior to my participation in the Events to determine if I am medically able to participate in the Events. I agree to abide by any decision of an Event official relative to my ability to safely complete any Event.

I recognize that participation in the Events is a potentially hazardous activity and I willingly assume all risks associated with such participation, including, but not limited to, falls; contact with other participants, spectators, or others, or vehicular or other traffic; the effects of the weather, including heat and/or humidity, wind, cold, and wet or slippery surfaces; physical injury from the act of running itself; falling tree branches or other overhead objects; traffic; and the crowded nature and other conditions of the course, all such risks being known and appreciated by me.

### **LIABILITY WAIVER AND RELEASE**

Having read this Waiver/Release and knowing these facts, and in consideration of your acceptance of my application for the Event(s), I, for myself and anyone entitled to act on my behalf, do hereby waive, release, discharge, hold harmless, and covenant not to sue (a) Boys & Girls Club of Greenwich; (b) all sponsors and officials of the Event(s); (c) the employees, and volunteers, including medical volunteers; and (d) all owners and lessors of premises on or in which any Event takes place, and other representatives, agents, and successors of each of the foregoing (the "Releasees"), from any and all present and future claims and liabilities of any kind, known or unknown, arising out of my participation in the Events, even though such claim or liability may arise out of negligence or fault on the part of any of the Releasees.

I further acknowledge that the Releasees reserve the right to change the details (such as the date, start time, course, and distance) of, and amenities offered at, the Events at any time for any reason, and I hereby waive and release any claims that I may have as a result of any such change.

### **MEDICAL AUTHORIZATION**

I grant the Releasees and their designees, including BGCG's staff, permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of my participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility. I also grant the Releasees access to my medical records and physicians, as well as other information, relating to medical care that may be administered to me at any such medical facility as a result of my participation in the Events.

### **PUBLICITY RELEASE**

I grant permission to BGCG to use, publish or license or authorize others to use, publish or license any photographs, motion pictures, video or sound recordings, and/or any other record of my participation in the Events, including, but not limited to portrait, picture, likeness, image and/or personal information, such as name, age, gender, domicile, race results, club affiliation, for any purpose without remuneration.

### **ACKNOWLEDGMENT OF UNDERSTANDING**

I HAVE READ THIS WAIVER/RELEASE, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO BRING ACTIONS AGAINST THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THE WAIVER/RELEASE FREELY AND VOLUNTARILY AND THAT I INTEND BY MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEES TO THE FULLEST EXTENT ALLOWED BY LAW.

I EXPRESSLY AGREE THAT THIS WAIVER/RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF CONNECTICUT AND THAT THIS WAIVER SHALL BE GOVERNED BY AND INTERPRETED BY THE LAWS OF THE STATE OF CONNECTICUT. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS WAIVER/RELEASE SHALL BE HELD TO BE INVALID, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS WAIVER/RELEASE, WHICH SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.