

## WAIVER AND RELEASE OF LIABILITY

The undersigned, in consideration of being provided by the Annunciation Greek Orthodox Cathedral of New England, located at 162 Goddard Avenue, Brookline, Massachusetts 02445 (“the Cathedral”), with the opportunity to participate in its events, hereby voluntarily represent and agree as follows:

**I am voluntarily entering or agreeing to participate in the Cathedral 5K Road Race on September 21, 2019, as well as activities related thereto (collectively, the “Event”). I agree not to enter and participate in the Event unless I am in good health, medically able and in proper physical condition to participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at and throughout the course of the Event site and race, including traveling to and from the Event. I recognize that participation in the Event 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; 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.**

Having read this Waiver/Release and knowing these facts, and in consideration of the Cathedral’s acceptance of my registration for the Event, I, for myself and anyone entitled to act on my behalf, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and do hereby waive, release, discharge, hold harmless, and covenant not to sue (a) the Cathedral, its affiliates, officers, managers, trustees, members, employees, agents, attorneys, staff, volunteers, sponsors, representatives, predecessors, successors and assigns and its constituent associations; the City of Brookline, its agencies, departments and officials; (b) all sponsors and officials of the Event; and (c) all owners and lessors of premises on or in which the Event takes place, and other representatives, agents, and successors of each of the foregoing (the “Releasees”), from present and future rights, claims for any damages, losses or injuries, causes of action, demands, and liabilities of any kind, known or unknown, arising out of my participation in and any aspect of the Event, even though such claim or liability may arise out of negligence or fault on the part of any of the Releasees. This release includes all injuries and/or damages suffered by me before, during or after the event, including but not limited to physical or emotional injury, pain, illness, temporary or permanent disability and death.

I acknowledge that the Cathedral and its directors, officers, members, volunteers, sponsors, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Cathedral.

I agree to indemnify and hold harmless the Cathedral 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 attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf, if the Cathedral incurs any of these types of expenses, I agree to reimburse the Cathedral.

I expressly agree that this Waiver/Release is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts and that this Waiver/Release shall be governed by and interpreted

by the laws of the State of Massachusetts. I agree that in the event that any clause or provision of this Waiver/Release shall be held to be invalid by any court of competent jurisdiction, 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.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ACKNOWLEDGMENT OF UNDERSTANDING: I, the undersigned participant, hereby affirm and warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, including my right to bring any actions against the Releasees, that this release cannot be modified orally, acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. I am aware that this is a release of liability and a contract and that I am signing it of my own free will and that I voluntarily intend by my signature to completely and unconditionally release the Releasees to the fullest extent allowed by law.**

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Guardian's Name, if applicable: \_\_\_\_\_

Signature of Participant or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_