

The Josselyn Run for Mental Health 5K

Liability Waiver

In consideration of the Participant being permitted to participate in the Run for Mental Health 5K and subsequent fair (hereinafter called the "Activity"), I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue The Josselyn Center, its officers, employees, independent contractors, and agents (hereinafter called "Josselyn") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activity, while in, on or upon the premises where the Activity is being conducted, regardless of whether such loss is caused by the negligence of Josselyn, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the Activity, including those associated with running/walking over forest trails and potential interaction with a therapy dog, who may behave in an unpredictable manner regardless of training or past performance, I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to the Participant and Participant's property. I understand that Josselyn does not require Participant to participate in this activity.

I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by Participant, or any loss or damage to property owned by Participant, as a result of being engaged in such Activity, whether caused by the negligence of Josselyn, or otherwise, to the fullest extent allowed by law.

I understand I am granting permission for Josselyn to utilize media content created in the course of the Activity for marketing purposes, including for display on Josselyn social media pages, which may include Participant's image and likeness.

I acknowledge that any such content displayed on social media is and will be the sole and exclusive property of Josselyn and that Josselyn may use without compensation to me/us and without other restriction, all or part of the audiotapes, videotapes, photographs and any other images or derivative works, in any form or media, including, without limitation, in a photograph, picture, artistic rendering, computer reproduction, film, tape, broadcast, on-line (website) or otherwise, for such purposes relating to Josselyn and its programs as Josselyn may determine, including without limitation, posting on Josselyn websites, promotion of or distribution at Josselyn special events, inclusion in Josselyn marketing materials, fundraising events and initiatives and on Josselyn Social Media Sites (Twitter, Facebook, You Tube, etc.).

I further expressly agree that the foregoing agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Print Name of Participant

Date

Signature of Parent/Guardian

Print Name of Parent/Guardian

Date