

## **TOUCHING HEART EVENT RELEASE & ASSUMPTION OF RISK AGREEMENT**

### **NOTICE OF RISK**

I, the undersigned, do hereby understand, acknowledge and agree that my participation in today's Touching Heart fundraising event ("Event") involves inherent risks that could possibly lead to permanent catastrophic injury or death. I acknowledge that this Event may involve a test of my physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks involved include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of other participants or myself, equipment failures, vehicular traffic, lack of hydration, and actions or omissions of other people including, but not limited to, Touching Heart's officers, directors, participants, sponsors, volunteers, monitors, and/or others involved on its behalf in the Event. These risks are not only inherent to participants, but are also present for volunteers.

### **ASSUMPTION OF RISK**

Understanding, acknowledging and agreeing to all the risks involved, I and/or my minor child am voluntarily participating in the Event, and I agree to assume for myself or my minor child, all the risks involved in such Event. I certify that I and/or my minor child am physically fit, have sufficiently prepared or trained for participation in the Event, have not been advised to not participate in the Event or similar activities by a qualified medical professional, and that there are no health-related issues or concerns which could or should preclude my participation in the Event.

### **RELEASE FROM LIABILITY**

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE EVENT, I HEREBY RELEASE TOUCHING HEART AND ITS EMPLOYEES, OFFICERS, VOLUNTEERS, DIRECTORS, AGENTS, CONTRACTORS, INSURERS AND SPONSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY RELATED TO MY OR MY CHILD'S PAST, PRESENT OR FUTURE PARTICIPATION IN THE EVENT OR THE USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF THE RELEASED PARTIES.

I FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM ANY AND ALL CLAIM, DAMAGES OR LIABILITIES RELATED TO OR ARISING OUT OF MY OR MY MINOR CHILD'S PARTICIPATION IN THE EVENT OR THE USE OF THE FACILITY, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS INTENDED TO LIMIT MY ABILITY TO BRING SUIT OR RECOVER DAMAGES RELATED TO ANY CLAIM THAT I MAY HAVE. I UNDERSTAND AND AGREE THAT THE SIGNATURE OF ONE PARENT OR GUARDIAN BINDS ALL PARENTS OR GUARDIANS IN REFERENCE TO THIS AGREEMENT. I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT IS BINDING NOT ONLY ON MYSELF, BUT ALSO MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND I HEREWITH AGAIN REAFFIRM MY FREE AND WILLFUL INTENT TO EXECUTE IT.

I further agree that in consideration of being allowed to participate in the Event that I am granting Touching Heart permission to use my photograph, videotape, motion picture or any other record of my likeness for legitimate purposes.

I agree that all disputes arising under this Agreement shall be litigated exclusively in the State or Federal Courts located in the Commonwealth of Virginia in the county in which the incident occurred. This Agreement is governed by the laws of the Commonwealth of Virginia, without reference to its principles on conflict of laws. If any part of this Agreement is determined to be unenforceable, it will be removed and all other parts shall be given full force and effect.