



ACCIDENT WAIVER AND RELEASE OF LIABILITY
ACTIVITY: Downtown On The Go Walk Tacoma 2017

The individual named below (referred to as “I” or “me”) desires to participate in the Walk Tacoma 2017 Series (the “Activity”) sponsored by Downtown On the Go, a Washington state non-profit corporation. As lawful consideration for participating in the Activity, I agree to all the terms and conditions set forth in this agreement. I acknowledge that this Accident Waiver and Release of Liability form will be used by the holders, sponsors and organizers of the Activity in which I may participate, and that it will govern my actions and responsibilities at said Activity.

I acknowledge that this is an athletic Activity and is a potentially hazardous activity that carries with it the potential for serious injury, property loss, and death. I know that I should not enter and participate in the Activity unless I am medically able and properly trained. I certify that I have not been advised by a medical practitioner not to participate in physical activity. With this understanding, I hereby assume any and all of the risks of participating and/or volunteering in this Activity including but not limited to tripping, falls, crashes, running off the roadways which comprise the course, contact with other participants, volunteers, spectators or with motor vehicles, bicycles, skateboards and the like, the effects of the weather, including high heat, and/or humidity, and the condition of the course, including but not limited to, curbs, mile markers, parked cars, water station tables, water cups, water, uneven pavement, potholes and rocks, gravel and objects on the course surface, all such risks being known and appreciated by me.

Knowing and appreciating the risks and in consideration of my acceptance of my entry, I hereby for myself, my heirs, legal representatives, or anyone else claiming on my behalf, covenant not to sue, and waive, release, and discharge Downtown On the Go, any of its volunteers and sponsors together with their agents, employees, assigns or anyone else acting for or on behalf of any of the foregoing persons or entities, from any and all claims of liability for death, personal injury or damage of any kind or nature whatsoever arising out of or in the course of my participation in the Activity. The Accident Waiver and Release of Liability extends to all claims of every kind whatsoever, foreseen or unforeseen, known or unknown. I shall defend, indemnify and hold harmless Downtown On the Go, its volunteers, or their assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement.

I hereby consent to receive and accept responsibility for medical treatment that may be deemed advisable by a medical professional in the Activity of injury, accident and/or illness during this Activity.

I understand that in the event the Activity cannot be held as scheduled due to an act of God or other circumstances, I am not entitled to a refund of any money paid by me to participate. I understand that at this Activity or related activities, I may be photographed. I agree to allow my photo, video, or likeness to be used for any legitimate purpose by the Activity holders, producers, sponsors, organizers and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I acknowledge that this Accident Waiver and Release of Liability form will be used by the persons or entities being released in the activity or Activity listed above and that it will govern my actions and responsibilities in said activity or Activity.

I hereby certify that I have read this document and all of the terms of this agreement; and, I understand its content. I am aware that this is a release of liability as well as a contract and I sign it on my own free will.