

ED5K RUN & WALK WAIVER AND RELEASE FORM

RELEASE OF LIABILITY

In return for being allowed to participate in Life Steps Foundation' Earth Day 5k Run/Walk Event and all related activities, including any activities incidental to such participation ("ED5K Run & Walk"), the undersigned **Participant or Parent/Legal Guardian** of Participant if Participant is under age 18 (hereafter referred to using "I", "me", or "my") releases and agrees not to sue the Life Steps Foundation or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates ("LSF") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the ED5K Run & Walk Event wherever, whenever, or however the same may occur.

I understand and agree that LSF is not responsible for any injury or property damage arising out of the ED5K Run & Walk Event, even if caused by their ordinary negligence or otherwise.

I understand that participation in the ED5K Run & Walk Event involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the ED5K Run & Walk Event with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless LSF for all claims arising out of my participation in the ED5K Run & Walk Event.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the ED5K Run & Walk Event takes place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that LSF have not arranged and do not carry any insurance of any kind for my benefit or that of the Participant (if Participant is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in the ED5K Run & Walk Event.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of LSF.

(Signature of Participant)

Date

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Participant is Under 18)

Date

I am the parent or legal guardian of the Participant. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.