

WAIVER AND RELEASE OF LIABILITY

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS

By signing, I acknowledge that my participation in the 5K Run/Walk and/or Karen Muyskens Family Fun Run or any pre-or post-Event activities (“Event”) involves rigorous physical activity and that it potentially may be hazardous. I certify that I am medically able and properly trained for the Event. I expressly assume all known and unknown risks associated with the Event, including but not limited to loss or damage to my property, injury (including death), accidents, the effects of weather, terrain conditions that may vary widely, and the possibility that the Event may be postponed, ended early or cancelled. In consideration of my participation in the Event, I for myself, my heirs, executors, administrators, personal representatives, successors and assigns **1) WAIVE AND RELEASE ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION** I have or may have, including court costs, attorneys' fees and litigation expenses against Calvin College and the Calvin Alumni Association (“Calvin”) that may arise as a result of my participation in the Event including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and any claims for medical or hospital expenses (“Claims”), even if Claims are caused by the negligent acts, omissions, or the carelessness of Calvin, and **2) agree to INDEMNIFY, DEFEND AND HOLD HARMLESS CALVIN** from and against any and all injuries, losses, causes of action, liabilities, damages, expenses (including but not limited to court costs, attorney’s fees and litigation expenses) that may arise out of or resulting from, directly or indirectly, my participation in the Event unless caused by the gross negligence or willful misconduct of Calvin.

I hereby grant to Calvin the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Calvin, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event, including any information collected about me by Calvin for this Event, for any purpose whatsoever.

I acknowledge and agree to abide by the rules for the Event that may be posted by Calvin or on Calvin’s website or otherwise communicated to me verbally or in writing. I hereby represent and warrant that I am 18 years of age or older or, if applicable, that I am the parent or legal guardian of the child under the age of 18 who I am registering for the Event and that I have the full power and authority to agree to these terms on behalf of such child, and to bind him/her to these terms

Signature of Applicant

Date

Signature of Parent or Legal Guardian – For Participants under 18 Years of Age

Date