

**WAIVER AND RELEASE OF LIABILITY FORM
RELEASE OF LIABILITY, WAIVE OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

To: Veterans Association Food Bank

Assumption of Risk:

1) I, the undersigned, wish to RUCK, I recognize and understand that participating in a RUCK involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from tripping, falling, slipping or overexertion.

2) Despite these and other risks, and fully understanding such risks. I wish to RUCK and hereby assume the risks. I also hereby hold harmless the "Sponsors" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my participation. I hereby release the Sponsors from any, and all such liability and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by participating in a 5km Ruck.

_____(Initials)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the Ruck, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Veterans Association Food Bank, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as " the Releasees'");
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in a RUCK due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES**;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in a RUCK and;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors. administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Witness _____ Print Name _____

Signature of adult applicant 18 years old and older. X _____

Signature of Parent/Guardian if Participant is less than 18 years old. X _____