



2019 Participant Waiver

In consideration of the acceptance of my application and the permission to participate as an entrant, observer or spectator for MacKids Walk & Wheel, June 1, 2019 (the "Event") I for myself, my minor (if any), my heirs, my parents or legal guardian (where applicable), executors, administrators, successors, and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE Hamilton Health Sciences Corporation, Hamilton Health Sciences Foundation, McMaster Children's Hospital, Ron Joyce Children's Health Centre, City of Hamilton, and all other associations, sanctioning bodies and sponsoring companies, elected and appointed officials, and all of their and their affiliates, agents, officials, directors, employees, servants, volunteers, contractors, representatives, successors and assigns OF AND FROM ALL claims, liabilities, suits, debts, losses, obligations, judgments, charges, demands, payments, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of, relating to, or in connection with the Event or of my or my minor's (if any) participation in the Event, whether as a spectator, observer, participant, or otherwise, whether prior to, during or subsequent to the Event AND NOTWITHSTANDING that same may have been contributed to or caused by the negligence of the aforesaid.

I FURTHER HEREBY AGREE TO HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY all of the aforesaid and their affiliates' employees, volunteers, agents, officials, servants, contractors, assigns, Board of Directors and representatives from and against any and all claims, actions, demands, and legal proceedings and any and all liabilities, damages, losses, judgments, authorized settlements, costs, fines, penalties and expenses, including reasonable legal fees, incurred by any or all of them as a result of, arising out of or in any way connected with my or my minor's (if any) participation in the Event, whether as a spectator, observer, participant or otherwise.

By participating in the Event, I consent to the use of my or my minor's (if any) photograph, or video footage, without compensation, in any future publicity carried out by Hamilton Health Sciences Foundation or Hamilton Health Sciences Corporation.

I WARRANT that I am or my minor is (if any) in a good physical condition and able to safely participate in the Event. I and my minor (if any) understand that participating in the Event, involves physical activity and can result in serious personal injury and death. I am and the minor (if any) is aware of and expressly assume all risks associated with participating in the Event, and I assert that my participation or the participation of the minor(s) (if any) in this Event is voluntary.

I agree that in the event that any portion of this Release, Waiver and Indemnity is held to be invalid by any court, the invalidity of such portion shall not otherwise affect the remaining Release, Waiver and Indemnity, which shall otherwise continue to be binding and enforceable in all respects.

The provisions of this Release, Waiver and Indemnity shall ensure to the benefit of and be binding on the parties hereto and their respective successors, administrators, executors, heirs and permitted assigns.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I READ, UNDERSTOOD, AND AGREE TO THE ABOVE RELEASE, WAIVER AND INDEMNITY.

Print Name

Signature

Date