

50in1Day Bar Crawl for ALS

Benefiting Hark-ALS, Hark and Hark, Inc.

Saturday, January 25, 2019 – various locations throughout the U. S. A.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING; YOU MUST READ AND SIGN THIS FORM. BY SIGNING THIS FORM, YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY BEFORE YOU SIGN!

PARTICIPANTS UNDER 18 MUST HAVE A PARENT OR GUARDIAN SIGN.

NAME OF PARTICIPANT:	BIRTH DATE of Participant:
ADDRESS OF PARTICIPANT:	PARTICIPANT PHONE NUMBER:

I (“participant”) wish to participate in the **50in1Day Bar Crawl for ALS**

(hereinafter, the “EVENT”), a Hark-ALS, Hark, Hark Inc event. All Participants must read and sign this Release of Claims, Waiver of Liability, and Assumption of Risk (hereinafter, the “Release”).

For Participants Under the Age of 18: Minors under 18 years of age can work crew or volunteer but must be accompanied by a parent or legal guardian at all times during the EVENT. If you are under the age of 18 on the date the EVENT commences, your parent or legal guardian must sign a Release on your behalf.

For Participants 18 Years or Older: By signing this release, I certify that I will be at least 18 years of age on the date the EVENT commences. I understand that in order to participate in the above EVENT and all related activities, I must agree to be bound by this Release.

I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in the EVENT, including the use of public streets and facilities, including the premises where the EVENT is being held, where many hazards exist. I am also aware that accidents may occur during the EVENT and that I may be seriously injured or killed as a result.

I am voluntarily participating in the EVENT with knowledge of the dangers involved and agree to accept all risks of injury or death. In return for my voluntary participation in the EVENT, I agree to assume all risks and to release and hold harmless Hark, Inc., Hark ALS, Hark and their Staff, volunteer staff, the EVENT Medical Sponsor, the EVENT Medical Team, as well as all other EVENT sponsors, officials, participating clubs, communities, organizations, and friends of the EVENT. I also agree to release and hold harmless any and all government or public entities

and affiliated organizations (and all of their respective directors, officers, agents, employees and members), affiliated or assisting with the EVENT, who, through negligence, carelessness or any other cause might be liable to me.

I intend by this Release to release, in advance, and to waive my rights and to discharge all of the persons and entities mentioned above, from all claims for damages for death, personal injury or property damage that I may have, or which may hereafter occur to me, as a result of my participation in the EVENT, even though that liability may arise from negligence or carelessness on the part of the person or entities being released, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Release is binding on my heirs, assigns and legal representatives.

Further, I understand that if I give permission to Hark-ALS, Hark Inc., Hark a staff member, volunteer or other member of the EVENT support team to use my private vehicle in support of the EVENT, I will affirm that I have personal automobile insurance coverage and I will assume responsibility for any claims that arise in an accident that are not covered by Hark-ALS, Hark Inc., Hark insurance contracts as a primary insurer.

I am physically capable of participating in the EVENT. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in the EVENT. I acknowledge that I, and I alone, am solely responsible for my own personal health and safety, and the personal property I bring with me. I'll abide by all rules and regulations established by the EVENT organizers and personnel as well as the local vehicle code. I further agree that my participation in the EVENT is subject to the sole discretion of the organizers and Medical Director of the EVENT, and that my participation may be limited for medical or other safety related reasons.

I understand that my name, photograph, voice or likeness may be used for all promotional purposes related to the EVENT. I consent to and authorize, in advance, such use and waive all rights of privacy I have in connection therewith. And I understand that I will not benefit financially from any use thereof.

For Participants 21 Years or Older: If you will be 21 years of age or older on the date the EVENT commences, in addition to the above information, you must read the following:

I certify that I will be 21 years of age or older on the date the EVENT commences and that if I choose to consume, purchase and/or consume alcohol on the premises during the EVENT, I will do so in accordance with the laws of the state of the state in which the EVENT is being conducted. I further certify that I will consume alcohol responsibly and will not operate a vehicle while under the influence of alcohol. I acknowledge that I am aware of the possible risks, dangers and hazards associated with the consumption of alcohol while participating in the EVENT (including the risk of severe or fatal injury to myself or others). I understand and agree that Hark-ALS, Hark Inc., Hark and their administrators, directors, agents, officers, volunteers and employees do not own, manage or control the premises or the vendors, including the service of alcohol, and that I am subject to the rules, regulations, and/or restrictions set forth by the premises and vendors, including but not limited to providing proof of legal age, and right to be refused of being served any alcohol at the sole

discretion of the vendors.

Important Billing Information: I understand that I am responsible for the cost of any items or amenities I add on or after registration and I authorize and direct Hark-ALS, Hark Inc., Hark to charge my credit card directly for such supplemental charges and to notify me by email of such charge. For example, if I use transportation provided by Hark-ALS, Hark Inc., Hark for any portion of the EVENT, I understand and agree that the fee for such use will be charged to my credit card.

I have carefully read this Release and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the persons entities mentioned, and I sign it of my own free will.

ACKNOWLEDGMENT

I acknowledge that I have read this agreement and have executed this agreement voluntarily and without any inducement or assurance of any nature and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, **that I understand that I have given up substantial rights by signing it**, and that the agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of death or incapacity.

Signature of Participant (or parent/guardian for participants under 18)

Date

Printed Name of Participant (or parent/guardian for participants under 18)

Signature of Witness

Date

Printed Name of Witness