

WAIVER AND RELEASE OF LIABILITY

I, _____, individually, (and, if applicable, as a parent or legal guardian of _____, a minor child,) desire for myself and/or my child (individually or collectively referred to herein as "Participant"), to participate in the St. Vincent Kokomo Foundation sponsored event, **Runnin' the Shores**, ("Event"), to be held at Champagne Shores in Kokomo, Indiana, on or about August 20, 2016.

Participant fully understands the risks involved with participating in the Event, including the potential for serious injury, illness, disability or death. Participant attests that he/she is physically capable of participating in the Event. Participant acknowledges he/she is solely responsible for his/her personal health, safety, and property.

In consideration for the opportunity to participate in the Event, Participant hereby agrees to release, discharge and hold harmless St. Joseph Hospital and Health Care Center, Inc. and St. Vincent Health, Inc. (the "Parties") and their respective parents, subsidiaries, officers, directors, shareholders, governors, employees, and agents (hereinafter collectively known as "Releasees") from any and all liability to Participant, his/her personal representative(s), assigns, heirs, estate and next of kin for any and all loss and damage, and any claim or demands of any kind on account of injury, illness, disability or death of Participant, whether caused by negligence or willful or wanton conduct of Releasees or otherwise.

Participant further agrees to defend, indemnify and hold harmless Releasees against all damages, costs, judgments, and/or expenses (including but not limited to legal fees) they may incur as a result of claims made related to Participant's involvement in the Event.

Participant grants absolute permission to the Parties, with no obligation to provide compensation, to use any photographs, videotapes, recordings, or other record of Participant, in any legal manner, including but not limited to use marketing. Participant acknowledges that participation in the Event is subject to the sole discretion of the organizers of the event, and may be limited or terminated, with or without cause.

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAWS OF INDIANA. I HAVE READ AND FULLY UNDERSTAND THE WAIVER AND RELEASE, INCLUDING THAT MY SIGNATURE OPERATES AS A RELEASE FROM LIABILITY. I CONSENT TO THE WAIVER AND RELEASE. I AM OF LAWFUL AGE AND AM COMPETENT TO SIGN THIS WAIVER AND RELEASE.

Participant/Legal Guardian (sign): _____ Dated: _____

Printed Name and Address: _____

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In consideration for being allowed to participate in the Runnin' the Shores 5K Run/Walk, I expressly release, waive, exculpate and discharge Champagne Shores Homeowners' Association and all members thereof, Champagne Shores, Inc., all individual property owners in the Champagne Shores Subdivision and Brett and Alicia Sims (hereinafter the "Releasees"), along with their respective officers, directors, agents, employees and volunteers, from any and all liability, claims, demands, actions and causes of action arising out of any loss, damage, injury or death that may be sustained by me, or to any property belonging to me, while participating in the Runnin' the Shores 5K Run/Walk or while upon any property of the Releasees. This waiver and release shall be complete, including, but not limited to, any negligent acts or omissions on the part of the Releasees.

I fully assume all risks and responsibility for any injury, death or damage to my person or property while participating in the Runnin' the Shores 5K Run/Walk or while upon any property of the Releasees. I represent and warrant that I am of sufficient health and fitness to participate in this event. I understand that the Runnin' the Shores 5K Run/Walk involves a course upon property which may be partially or completely unimproved, and that Releasees have made no inspections nor taken any measures to remediate any conditions existing upon the property which might pose a risk to me while participating in the event. I understand and agree that while I am upon the property of the Releasees to participate in the event, that my status upon the Releasees' property shall be that of a licensee with a limited license to participate in the Runnin' the Shores 5K Run/Walk upon the Releasees' property, and nothing more.

I further agree to indemnify and hold harmless the Releasees against any and all claims, actions, judgments, demands, controversies, agreements, damages or causes of action asserted by any other person or entity against the Releasees as a consequence of my participation in the Runnin' the Shores 5K Run/Walk. My indemnification of the Releasees in this regard shall be complete, including, but not limited to, the entire costs of any judgment entered against them, court costs, litigation expenses and attorney's fees.

To the extent my participation in the Runnin' the Shores 5K Run/Walk causes any injury or damage to any person or property of the Releasees, I agree to fully indemnify and reimburse the Releasees for any injury or damage done. My indemnification of the Releasees in this regard shall be complete, including, but not limited to, any and all damages to which the Releasees are entitled under law, along with Releasees' court costs, litigation expenses and attorney's fees.

If a participant in the Runnin' the Shores 5K Run/Walk is under 18 years of age, consent of the minor's parent or legal guardian is required. As the parent or legal guardian of the minor identified below, I hereby enter into this WAIVER AND RELEASE OF LIABILITY on behalf of the minor and expressly agree that all terms and provisions contained in this WAIVER AND RELEASE OF LIABILITY shall apply fully to the minor and myself as the minor's parent or legal guardian.

I acknowledge and agree that I have had sufficient opportunity to read this entire WAIVER AND RELEASE OF LIABILITY, and that I understand its content and legal significance. I affirm that I am executing this WAIVER AND RELEASE OF LIABILITY as my own free act, and that no promise, inducement or agreement not contained in this WAIVER AND RELEASE OF LIABILITY has been made to me. This WAIVER AND RELEASE OF LIABILITY contains the entire agreement between the parties, and its terms are contractual and not a mere recital.

CAUTION! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

_____ Date: _____
Print Participant's Name

_____ OR _____
Signature of Participant Signature of Parent/Legal Guardian if Participant
is a Minor under the age of 18

Relationship to Minor: _____