

# WAIVER & RELEASE of LIABILITY

Proyecto Juan Diego & Brownsville Fire  
Department Sisters on a Run 5K and Marathon

## This is a Wavier of Your Legal Rights Not to Sue Serious Injury or Death May Result from Walking or Running

Name of Participant:	Date of Birth:	
Address:		
City:	State:	Zip:
E-Mail Address:		
Home Ph:	Work Ph:	Cell Ph:

### VOLUNTARY WAIVER AND RELEASE

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, **or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian** (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole exclusive benefit of the Released Parties (as defined herein). In connection with Participant's involvement in the event "Proyecto Juan Dieogo & Brownsville Fire Department Sisters on the Run 5k and Marathon" ("Event"), Participant hereby certifies, warrants, represents, agrees and covenants to the City of Brownsville and each of its respective affiliates, sponsors, partners, promotors, officers, employees, contractors, agents, successors, and assigns, the "Released Parties", that she/he is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;
- (3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

**ASSUMPTION OF RISK.** PARTICIPANT AGREES THAT PARTICIPANT DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT THE EVENT MAY INVOLVE STRENUOUS ACTIVITY, WHICH MAY BE POTENTIALLY HAZARDOUS, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS, THE EFFECTS OF WEATHER AND THE CONDITION OF SURFACES. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEATH, BODILY INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE (COLLECTIVELY, THE "LOSSES"), ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH, INCLUDING LOSSES CAUSED BY THE NEGLIGENCE, OR ALLEGED NEGLIGENCE, OF THE RELEASED PARTIES.

Participant understands that by signing this Agreement, Participant covenants and agrees that Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Released Parties, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs,

loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event or any other Event associated therewith. Participant agrees to defend and hold the Released Parties harmless from any loss or damages, including attorney's fees and costs, sustained by the Released Parties, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained in this paragraph.

I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other infectious diseases, and I attest to having read the CDC's guidance at:

<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html> - I assume all such risks are known, appreciated, and accepted by me.

**MEDICAL ATTENTION.** Participant agrees that during the Event, the Released Parties are authorized to secure appropriate medical attention for Participant in the event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by Participant's insurance.

**IMAGE RELEASE.** Participant further agrees that the Released Parties shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or enforceable shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

**G OVERNING LAW:** The validity interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Venue for any dispute arising out of this Agreement shall be in Brownsville Cameron County, Texas.

**THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.**

**I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.**

**Participant hereby certifies that all information provided on this form is true, accurate and complete in all respects.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of Parent/Guardian if Participant is under 18

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name of Parent/Guardian if Participant is under 18