

# **INDIVIDUAL & FAMILY RELEASE AND WAIVER OF LIABILITY**

By signing this Individual & Family Release and Waiver of Liability (“Waiver”), and for consideration of participation in the \_\_\_\_\_ Virtual Walk MS event (“Event”), currently scheduled to take place on \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_, fully and completely waive and release the National Multiple Sclerosis Society (“Society”), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all state and local governments, assigns, sponsors, their representatives and successors and other persons (collectively, the “Releasees”), from any and all claims, liabilities, damages, and/or causes of action arising out of an injury to me (or my dependent) and from any and all claims, liabilities, damages, and/or cause of actions arising from, or relating to, my (or my dependent’s) participation or attendance in the Event.

## **Inherent and Potential Risks**

I understand that Walk MS involves strenuous physical activity associated with walking long distances. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Walk MS relating to the risk of strenuous physical activity, collisions with other participants, or falling. I acknowledge that I (or any person listed on this Waiver) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, collisions with other participants, vehicles, and pedestrians, negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of other participants, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity. I assume all risks associated with consuming any food or drink available at the Event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I (or any person listed on this Waiver) may have.

## **Medical Evaluation**

I attest that I (or any person listed on this Waiver) am medically and physically able to participate in Walk MS. If I experience any doubt as to my (or any person listed on this Waiver’s) ability to successfully and safely participate in and/or complete Walk MS, I take full responsibility for consulting a physician. I attest that, if I (or any person listed on this Waiver) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or any person listed on this Waiver) should have or did consult a physician prior to participating in Walk MS. I consent to emergency medical care and transportation in the event of injury to me (or any person listed on this Waiver) as medical professionals may deem appropriate. This Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence emergency rescue operations.

## **Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to participate in Walk MS, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me (or any person listed on this Waiver), or any loss or damage to property owned by me (or any person listed on this Waiver), as a result of participating in Walk MS.
2. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or any person listed on this Waiver), or to any property belonging to me (or any person listed on this Waiver), while participating in Walk MS including, but not limited to, any claim that the act or omission complained of **was caused in whole or in part by the negligence or carelessness of the Releasees.**

## **COVID-19 Liability Waiver**

I hereby acknowledge and understand that the 2019 novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious and easily spread through air, person-to-person contact, and contact with contaminated objects. People can be infected and show no symptoms yet still spread the disease. Evidence suggests that COVID-19 can cause serious and potentially life-threatening illness and even death.

By signing this Waiver, I hereby acknowledge and agree that the Society is taking appropriate and reasonable steps to hold all of its events, including the Event, in a safe and healthy manner in consideration of its attendees and participants. However, I acknowledge and understand that the Society does not make any guarantees that I will not become exposed to, or infected by, COVID-19 while participating in the Event. Due to the contagious nature of COVID-19, I voluntarily assume the risk that I may become exposed to, or infected by, COVID-19 while participating in the Event and that such exposure or infection may result in illness, disability, and/or death.

By signing this Waiver, I knowingly and voluntarily agree to follow all required and relevant federal, state, local, and Society guidelines and recommendations to maintain the health and safety of other Event participants. I acknowledge that failure to comply with these practices may result in exposure to, or contraction of, COVID-19 and may put others at risk. On the day of the Event, or just prior to, I

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acknowledge and agree that I will fully and truthfully fill out and sign any additional waivers, releases, and/or questionnaires that may be required of me by the Society as a condition to participating in the Event.

By signing this Waiver, I acknowledge and agree that I will not gather with other people or come in physical contact with any other persons while participating in the virtual Event if I have experienced any illness or COVID-19 related symptoms within any of the fourteen (14) days immediately prior to the Event. Such symptoms include, but are not limited to, cough, fever, higher than normal temperature, abnormal fatigue, abnormal body aches/pain, shortness of breath, nausea and/or loss of taste or smell. I will not gather with other people or come in physical contact with any other persons while participating in the virtual Event if I have tested positive for COVID-19, or if I have been in contact with any person that has tested positive for COVID-19 or shown COVID-19 related symptoms, within any of the fourteen (14) days immediately prior to the Event.

By signing this Waiver, I acknowledge and understand its intent and for myself, my heirs, executors, administrators and representatives do hereby agree to absolve and hold harmless the Society, all Event vendors, and all individuals and organizations connected with the Event in any way, together with their respective successors and assigns, from and against any liability arising from me being exposed to, or infected by, COVID-19. I understand that if I am found to have contracted or been exposed to COVID-19 as a result of participation in the Event, then a court of law or third-party mediator or arbiter shall find I have waived my right to a claim against the Society. I further agree to indemnify, defend, and hold harmless the Society from any claim that may arise from, or relate to, me exposing any individual to COVID-19.

## Photography and Website Release

I hereby grant full permission to the Society to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this Event, including all Society sponsored pre and post Event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of the Society. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Walk MS I may take or capture to the Society.

**I acknowledge and represent that I have carefully read and understand all terms of this Waiver.**

**Full Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print)

## COMPLETE BELOW SECTION IF YOU ARE A PARENT/GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I attest that I am in fact the parent or legal guardian of the below-named participant(s). I hereby give my approval to this individual's participation in Walk MS. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my dependent and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my dependent's participation in Walk MS. I consent to the foregoing and grant permission for my dependent to participate in Walk MS. I attest that if my dependent, the below-named participant(s), is under fourteen (14) years of age as of the date of the Event, he or she will be accompanied by an adult eighteen (18) years of age or older throughout the entirety of his/her participation in the Event.

**Child's Full Name:** \_\_\_\_\_ **Parent/Guardian Initials:** \_\_\_\_\_  
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I acknowledge I have carefully read, accept, and agree to the terms on this Waiver, and know and understand its contents and I sign and initial for children under the age of 18, the same on my own free act and deed.

**Parent/Guardian's Full Name:** \_\_\_\_\_ **Parent/Guardian's Signature:** \_\_\_\_\_  
(Print)

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