

TOWNSHIP OF LONG BEACH
PARTICIPANT WAIVER AND RELEASE FORM AND AGREEMENT

Participant Name: _____

Participant Address: _____

Participant Email: _____ and Phone: _____

Parent/Legal Guardian Name (required if under 18): _____

Parent/Legal Guardian Email: _____ and Phone: _____

Emergency Contact Name: _____ and Phone: _____

Participant Event: "Walk for Wellness" (March - May 2026)

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. Acknowledgment of Risks and Assumption of Risk. I fully understand that training for, participation in, and attendance at activities such as the Health Department, and Township of Long Beach ("Township") Walk for Wellness ("Event") may result in accidents, illness, serious injury, claims, and/or disability. I am voluntarily participating in and/or authorizing and allowing my child (if an adult is signing on behalf of his/her minor child) to participate in the Event with the complete understanding of the risks associated with participation in the Event. The Participant acknowledges, understands, and agrees that the Township and Sponsors are not responsible for any injury or property damage relating to and/or arising out of the Event, even if caused by their ordinary acts or omissions or otherwise. The Participant assumes all risk for the Participant relating to and/or arising out of the Event.

2. Health Representation. The Participant represents and warrants that the Participant is physically fit and sufficiently prepared for participation in the activity and that the Participant is not aware of any health-related reasons or issues that would preclude the Participant from participating in and/or attendance at the Event. The Participant has not been advised by any health professional that the Participant should not participate or engage in the Event or any activities similar to the Event. The Participant is in good health and suffers no physical impairment that would or should prevent the Participant's participation in and/or attendance at the Event.

3. Waiver and Release. In consideration for the authorization to participate in the Event and all related activities at the Event, including, but not limited to, any activities incidental to such participation and attendance (collectively "Activities"), the undersigned participant and/or parent/legal guardian if a signatory on behalf of a minor (collectively "Participant") hereby waive, release, and hold harmless the Township and its elected officials, representatives, officers, employees, agents, volunteers, independent contractors, and any other working on behalf of the Township (collectively "Township") and all Event sponsors and their successors and assigns (collectively "Sponsors") to the fullest extent under the law for any injuries, illnesses, damages, and/or claims that may directly or indirectly arise from the Participant's participation in and/or attendance at the Event, the Participant's actions and/or omissions, from the acts and/or omissions of other participants in and persons at the Event, and/or the acts and/or omissions of the Township and/or Sponsors relating to and/or arising out of the Event. The Participant waives and releases to the fullest extent under the law any and all present and future claims, known and unknown, seen and

unforeseen against the Township and the Sponsors relating to and/or arising out of the Event and hold the Township and the Sponsors harmless from and release and agree not to sue the Township and the Sponsors for any such claims that may be made by the Participant for property damage, personal injury, and/or wrongful death relating to and/or arising out of participation in and/or attendance at the Event wherever, whenever, or however the same may occur. The Participant's waiver and release above shall apply to the Participant and the Participant's family, estate, heirs, trustees, executors, administrators, successors, and assigns and the aforesaid provisions shall be construed in a manner that offers the greatest legal protection to the Township and Sponsors.

4. Indemnification and Hold Harmless. The Participant agrees to indemnify, defend, and hold harmless the Township and Sponsors from and against all losses, claims, damages, costs, and/or expenses, including reasonable attorney's fees and costs relating to all litigation, appeals, and post-judgment actions in connection with any action or claim brought or made (or threatened to be brought or made) arising out of and/or relating to my participation in and/or attendance at the Event.

5. Insurance. The Participant acknowledges, understands, and agrees that the Township has not arranged and does not carry any insurance of any kind for the Participant's benefit or the Participant's family, estate, heirs, trustees, executors, administrators, successors, or assigns. The Participant is responsible for the Participant's own insurance.

AS SET FORTH BELOW, THE PARTICIPANT HAS READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTANDS ITS CONTENTS, AND VOLUNTARILY AGREES TO ITS TERMS

PARTICIPANT SIGNATURE

I, the Participant, certify that I have read this document and I fully understand its contents. I assert I am of legal age and am freely signing this Agreement. I have read this Agreement and understand that by signing this Agreement I am giving up legal rights and remedies set forth herein.

SIGNATURE

Date

PRINT NAME

PARTICIPANT (PARENT/LEGAL GUARDIAN) SIGNATURE

I am the parent or legal guardian of the Participant and certify that I have read this document and I fully understand its contents and understand that I am bound by the identical terms and conditions set forth in this Agreement (I am also defined as Participant herein). I assert I am of legal age and am freely signing this Agreement. I have read this Agreement and understand that by signing this Agreement I am giving up legal rights and remedies set forth herein.

SIGNATURE

Date

PRINT NAME