

**RELEASE AND INDEMNIFICATION**

**JINGLE BELL RUN** Release and Waiver of Liability Agreement

I am over the age of 18 or have obtained my parent or guardian's consent as I hereby certify the following: (1) I am physically fit and have received medical clearance to participate in the Jingle Bell Run; (2) In consideration of my application to participate in the Jingle Bell Run being accepted, I, on behalf of myself, my heirs and assigns, and my estate, hereby waive and forever discharge The Arthritis Foundation, Inc., its sponsors, organizers, affiliates, as well as their agents and employees, from any and all claims that may accrue as the result of my participation; (3) I hereby grant The Arthritis Foundation, Inc. specific permission to reproduce, publish, circulate, copyright or otherwise use any and all photographs and/or videotape of me and/or my family, taken at the Jingle Bell Run, for use by The Arthritis Foundation, Inc.; (4) I also grant permission to The Arthritis Foundation, Inc. to contact me by telephone or text message at the number listed on my application regarding Jingle Bell Run event, including walk results, and for fundraising purposes. Please note that your carrier may charge for receipt of text or cell data; and (5) I acknowledge that all registration fees and donations are non-refundable and non-transferable. I understand that this waiver has important legal consequences and limits my ability to recover money if I am injured as a result of my participation in this event. I have been given the opportunity to discuss its terms and consequences with an attorney of my choosing if I wish to do so.

I understand and acknowledge that participation in the Jingle Bell Run is voluntary. I assume all inherent and other risks and accept responsibility for any property damage or loss and for any personal serious injury, illness, disability, emotional distress, and/or death that I may suffer, whether described in this release or not. I further agree to forever release and discharge The Arthritis Foundation, Inc. from and agree not to sue for any and all liability or claims. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes losses both known or unknown, regardless of or alleged to be caused by the negligence of The Arthritis Foundation, Inc. to the fullest extent permitted by law. I agree that the substantive laws of Georgia govern this Agreement and any dispute I have with The Arthritis Foundation, Inc. and consent to jurisdiction in Georgia. Any mediation, suit or proceeding will be entered into only in Georgia. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability to the remaining provisions.

I have read this Agreement, understand its contents and I sign it voluntarily. I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify The Arthritis Foundation, Inc. for any claims arising from my participation in the Jingle Bell Run. I understand that this Agreement has no expiration date and remains in effect at all times that I am participating or observing the Jingle Bell Run and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

**I acknowledge that this registration is not valid until a parent or guardian completes a liability waiver.**

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**The Arthritis Foundation** has put in place preventative measures to reduce the spread of COVID-19; however, the Arthritis Foundation **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending an Arthritis Foundation event could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending an Arthritis Foundation event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at an Arthritis Foundation event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Arthritis Foundation employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with attendance at an Arthritis Foundation event or participation in Arthritis Foundation programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Arthritis Foundation, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Arthritis Foundation, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Arthritis Foundation program or event.

Participant's First and Last Name: \_\_\_\_\_

Participant's Signature (parent/guardian sign if under 18): \_\_\_\_\_

Who is signing this form? (Print name): \_\_\_\_\_

Signer's Address: \_\_\_\_\_ Email: \_\_\_\_\_