WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the Avita 5K Run/Walk, Two Mile Walk or Kid Runs, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Avita Health Foundation, Avita Health System, Galion City Schools, Galion YMCA, their Boards, officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the activities of the EVENT, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Avita does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said EVENT, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

I HEREBY CERTIFY that I am physically fit and have sufficiently trained for participation in this event, and my condition has been verified by a licensed medical doctor.

I authorize Avita officials to secure treatment from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care, and I agree that I will be responsible for payment of any and all medical services required.

I understand I may be photographed during this event or related activities. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, sponsors, organizers and or assigns.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this agreement for full, adequate and complete consideration, fully intending to be bound by same. If under the age of 18, a parent or guardian must also agree and sign this agreement.

Printed Name of Participant: _____ Age: _____

Signature of Participant: _____ Date: _____

If under the age of 18 Printed Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____ Date: _____