

# **CLIMB TO THE TOP RELEASE AND WAIVER OF LIABILITY**

For consideration of participation in the Climb to the Top event to be held on March 1, 2015, I, \_\_\_\_\_, waive and release the National Multiple Sclerosis Society ("NMSS"), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or causes of action arising from my (or my child's) participation or attendance in this event.

## **Inherent and Potential Risks**

I understand that Climb to the Top involves strenuous physical activity. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Climb to the Top relating to the risk of strenuous physical activity. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, failure of other participants, volunteers and non-participants from observing the guidelines of Climb to the Top or any applicable laws, any defects of conditions of premises, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in Climb to the Top; and dressing in conjunction with the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after Climb to the Top.

## **Medical Evaluation**

I attest that I (or my child) am medically and physically able to participate in Climb to the Top. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete Climb to the Top, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in Climb to the Top.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release 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.

## **Voluntary Participation**

I am fully aware of the risks connected with participation in Climb to the Top, whether specifically listed in this Release or not, and I voluntarily elect to participate in Climb to the Top knowing that this participation involves these risks. I understand that my participation in Climb to the Top accompanies a minimum fundraising obligation for the benefit of NMSS.

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

In consideration for being permitted to participate in Climb to the Top, 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 my child), or any loss or damage to property owned by me (or my child), as a result of participating in Climb to the Top.
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 may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in Climb to the Top including, but not limited to, any claim that the act or omission complained of **was in whole or in part by the negligence or carelessness of the Releasees.**

## **Acknowledgment and Compliance with Rules**

I agree to observe and obey all rules and safety procedures that accompany Climb to the Top and to abide by any decision of an event official relative to my (or my child's) ability to safely compete in the event. I agree to exhibit appropriate behavior at all

times and to obey all laws. NMSS and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind. **I understand that the use of headphones, cell phones, radios and similar devices are not permitted while climbing.**

**Severability**

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

**Photography Release**

I hereby grant full permission to NMSS to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, 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 NMSS. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Climb to the Top I may take or capture to NMSS.

**Registration Fee**

**I understand that my registration fees and donations are not transferable and are non-refundable, even if I am unable to participate in the event. I also understand that in addition to the registration fee, I am required to turn in donations of \$250 or more in order to receive my participant number and to be able to participate in Climb to the Top.**

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

**Full Name:** \_\_\_\_\_

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

**ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR LEGAL GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:**

I attest that I am in fact the parent or legal guardian of the participant named below. I hereby give my approval to this child's participation in Climb to the Top. 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 child 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 child's participation in Climb to the Top. I consent to the foregoing and grant permission for my child to participate in Climb to the Top. I attest that my child, the above-named participant, is a minimum of 7 years of age as of the date of Climb to the Top, **and that he or she will be accompanied by an adult twenty-one (21) years of age or older throughout his/her participation. If my child is between 7 to 11 years old, I must initial and abide by the paragraph below.**

**AGES 7-11:**

**\_\_\_I further acknowledge that my child is between the ages of 7-11 on the day of the event, if not, this registration is null and void and will be cancelled, my registration fees will be refunded and my child will not be permitted to participate in Climb to the Top. I agree to the terms and conditions included in the "Policy for Participants Ages 7-11" found on the Society's website. I acknowledge my child's participation is limited to the Family Division of this event only and agree that my child will obey the rules as stipulated and will remain with an authorized adult at all times.**

I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents and I sign the same on my own free act and deed.

**Child's Full Name:** \_\_\_\_\_ **Parent/Guardian's Full Name:** \_\_\_\_\_  
**Parent/Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_