



### RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

**To:** The Boomer Esiason Foundation (owners, principals, directors, officers, employees, representatives, agents or other individuals designated or acting on their behalf).  
**Event:** Exercise for Life Scholarship 1.5 mile run  
**Location:** USA

For and in consideration of my acceptance as a participant in the Exercise for Life (EFL) 1.5 mile run sponsored organized or otherwise held the Boomer Esiason Foundation, I do hereby remise, release, acquit and forever discharge the Boomer Esiason Foundation, their owners, principals, directors, officers, employees, representatives, agents or other persons or individuals designated or acting on their behalf, from any and all actions, damages to my person, property and/or any other monetary damages incurred as a result of my participation and/or any other manner associated herewith.

This release is given for myself, my family, my associates, heirs, executors, administrators and assigns, and includes any actions or the like which may be filed by any other person or representative for the purpose of enforcing any such claim as herein described.

I knowingly and freely assume any and all risks, known or unknown, which may arise as a result of my participation in or attendance at this event, including but not limited to the carelessness, negligence, recklessness and/or other actions (including intentional wrongdoing) of the attendees and/or staff. I take full responsibility for my actions, activities, personal discipline and belongings while on or about the premises as herein described.

In consideration of the foregoing, I further agree that in the event that any claim, action and/or demand is made against the Released Parties (or any of them): (1) by or on behalf of the Individual arising from, relating to or based upon the Event, including, but not limited to, a claim for bodily injury, personal injury, emotional distress, property damage and/or wrongful death; and/or (2) by a third party arising from, relating to or based upon any act or omission by the Individual which might occur in connection with the Event, including, but not limited to, a claim for bodily injury, personal injury, emotional distress, property damage and /or wrongful death, then I shall defend, indemnify and hold harmless the Released Parties (or any of them) from, against and in respect of any loss, liability, cost and/or revenue (including reasonable attorney's fees) resulting from any such claim, action and/or demand.

I have read this release and fully understand and accept the terms of participation in this event and/or related programs or activities, as described above. I sign this Release willingly, voluntarily and without any inducement, and agree to be bound by the terms contained herein.

**Name (print):** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Home Phone#:** \_\_\_\_\_ **Work Phone #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_