

SUPERHERO SPRINT

MARCH OF DIMES INC. -PARENT/GUARDIAN WAIVER, ASSUMPTION OF RISK, RELEASE AND CONSENT FOR CHILD/CHILDREN PARTICIPANT UNDER THE AGE OF 18 (the “WAIVER”)

Superhero Sprint is a kids “fun run” that puts the March of Dimes “mission in motion”. Open to children aged (approx.) 1 to 10 years old, and especially NICU graduates! Registration is free, Superhero Sprint participants will receive a purple March of Dimes cape, and the opportunity to run in the Superhero Sprint!

PLEASE READ CAREFULLY. *This document contains a legal Release of Claims and Waiver of Rights.*

I, for myself and my child/children and in consideration of my child’s/children’s participation in the Event described above (“Event”), do hereby acknowledge and agree as follows:

Acknowledgment and Assumption of Inherent and Other Risks:, By signing this form, for myself and my child/children (including any listed participant child/children), acknowledge and agree that March of Dimes is not providing me or my child/children with insurance or legal advice. I acknowledge that this activity may carry inherent risks. I have had the opportunity to obtain information about the activities and the risks they carry. My child/children do not have any mental or physical condition that will place my child/children or others at risk on account of participation in the Event. I am signing for myself and as the parent or guardian of any and all of my minor child/children participating in or attending the Event. I give my permission for my child/children to participate and I accept and assume full responsibility for any risk of injury, death or loss my child/children may suffer on account of the participation or attendance of my child/children in the Event.

Release & Indemnity:, By signing this form for myself and on behalf of my participating child/children, I AGREE TO RELEASE, AND NOT TO SUE, MARCH OF DIMES INC., A NEW YORK NOT-FOR-PROFIT CORPORATION, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, LEADERS, AND ADVISORS (COLLECTIVELY “**MARCH OF DIMES**”), THE MUNICIPALITY IN WHICH THE EVENT WILL TAKE PLACE, AND ORGANIZERS OR SPONSORS OF THE EVENT WITH RESPECT TO ANY AND ALL CLAIMS FOR ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS IN ANY WAY CONNECTED WITH MYSELF OR MY CHILD’S/CHILDREN’S PARTICIPATION IN OR ATTENDANCE AT THE EVENT. I UNDERSTAND THAT I AM AGREEING TO WAIVE ALL CLAIMS I OR MY CHILD/CHILDREN MAY HAVE AGAINST MARCH OF DIMES (INCLUDING NEGLIGENCE), AND AGREE THAT NEITHER I NOR MY CHILD/CHILDREN, NOR ANYONE PURPORTING TO ACT ON BEHALF OF ME OR MY CHILD/CHILDREN MAY MAKE ANY CLAIMS AGAINST MARCH OF DIMES, THE MUNICIPALITY IN WHICH THE EVENT WILL TAKE PLACE AND SPONSORS OR ORGANIZERS OF THE EVENT AS A RESULT OF ANY INJURY, DAMAGE, DEATH OR OTHER LOSS SUFFERED BY ME OR MY CHILD/CHILDREN. On behalf of myself and my participating child/children, I further agree to defend and indemnify (meaning protect and compensate) March of Dimes with respect to any and all claims: 1) brought by or on behalf of me (or my child/children), or by or on behalf of any other person (including family members) for any injury, damage, death, or other loss my child/children may suffer in connection with my child’s/children’s participation in or attendance of the activities; or 2) brought by any person for any injury, damage, death, or other loss to the extent caused by my child/children.

Images/Consent. I grant to March of Dimes or its designees, the irrevocable right and permission to photograph, film, record, and otherwise capture my own and/or my participating child’s/children’s name, image, voice, statement, photograph, or likeness (collectively “recordings”) and use or sublicense them in any media throughout the world, in perpetuity, including for reproduction, display, or otherwise (e.g., on websites;

on social media; in publications, or for informational, educational, promotional, or other purposes), without compensation to me or my child/children. I agree that March of Dimes owns its own respective recordings and all copyrights in them. I waive any inspection or approval rights.

Collection of Information. I understand that personal information that I am providing to the March of Dimes about myself or any minor child/children in attendance will be used by the March of Dimes as outlined in its Privacy Policy (<https://www.marchofdimes.org/policy.aspx>).

Other Provisions. I (for myself and on behalf of my participating child/children) agree: I authorize March of Dimes, the Event organizer(s), volunteers, medical personnel, or others to obtain or provide medical care for my child/children, to transport my child/children to a medical facility, and to provide treatment they consider advisable for my child's/children's health. I agree to pay all associated costs. I authorize the release of my child's/children's medical records and personal information by or to the Event organizer(s) and March of Dimes, if necessary or useful for treatment, referral, billing, or insurance purposes.

- I am signing this Waiver, Assumption of the Risk, Release and Consent for myself and as a parent or guardian, and if my parental status or authorization to sign on my behalf or on behalf of my child's/children's behalf is challenged or found invalid, I will not sue, and will indemnify and defend, March of Dimes to the fullest extent allowed by law and this agreement, just as if I were the participant's parent or guardian. I will also indemnify and defend March of Dimes against any claims, by any person or agency that takes the position that my signature was not effective.
- This document is intended to be interpreted and enforced to the greatest extent allowed by law. If any portion of this document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect.

I represent and warrant that I am 18 years of age or older and that I am the Parent and/or Legal Guardian of any and all of my child / children participating in or attending the Event, and I have the authority to sign this Waiver on behalf of myself and on behalf of such child/children. I have carefully read and fully understand the terms of this Waiver, and voluntarily sign this document and acknowledge that it shall be effective and legally binding on me, my participating child or children, and my child's or children's family members, heirs, executors, representatives, insurers, assigns, and estate. I understand that I am giving up substantial rights, including the right to sue the March of Dimes Inc. and all other parties identified under this Waiver, Assumption of Risk, Indemnity and Consent. I hereby provide a complete and unconditional release of all liability to the greatest extent allowed by law.

Parent/Guardian Signature

Date

Required:

Child Name #1

Child Name #4

Child Name #2

Child Name #5

Child Name #3

Child Name #6

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