

WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration of the privilege of participating in the WALK AUDIT event from April 25, 2023 to November 30, 2023 ("the Event"), on behalf of myself, my heirs, executors, administrators, successors and assigns, and to the full extent permitted by law, I hereby agree to waive and release, discharge, indemnify and hold harmless AARP, United Way of the Greater Lehigh Valley, Age-Friendly Lehigh Valley, and the Lehigh Valley Planning Commission, its affiliated and related entities and their respective agents, servants, employees, insurers, successors, and assigns (hereafter collectively "AARP") from any and all liability, claims, demands, causes of action, damages or suits at law or equity, judgments and cost of defense (including reasonable attorney's fees) arising from injury to me, theft of my property, or any other loss or damage occurring during my participation in the Event or resulting in any manner from my participation in the Event.

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT DOES NOT RELEASE AARP, UNITED WAY OF THE GREATER LEHIGH VALLEY, AGE-FRIENDLY LEHIGH VALLEY, AND LEHIGH VALLEY PLANNING COMMISSION FROM LIABILITY FOR ITS RECKLESS OR INTENTIONALLY CAUSED HARMS.

I represent that I am physically able to participate in the Event. I agree and understand that AARP, United Way of the Greater Lehigh Valley, Age-Friendly Lehigh Valley, and Lehigh Valley Planning Commission shall not be liable for determining my health status, including to what extent, if any, I have the capacity to participate. I understand that participation in the Event session is at my own risk and that the decision to participate is a voluntary one, and that it is mine, and mine alone.

I further understand that AARP/LVPC/UWGLV are not insurers of my safety and my participation in the Event involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Event. Furthermore, I understand that the foregoing harms may be caused by a third party or on a third party's property and/or public property, including, but not limited to streets and sidewalks.

I grant AARP, United Way of the Greater Lehigh Valley, Age-Friendly Lehigh Valley, and Lehigh Valley Planning Commission, its affiliates and licensees the right to photograph, record, use, re-use and publish my image and voice, with or without my name, in any manner, in whole or in part, individually or in conjunction with other materials, in any and all formats, for the purpose of promoting AARP an unlimited number of times in perpetuity, including without limitations, by way of illustration, and advertising, including the right to edit or modify and simulate my voice, acts, appearances as may be desired solely by AARP or its designees

I understand that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, and unenforceable, then the remaining terms, provisions, or parts thereof, shall nevertheless remain in full force and effect and shall be fully enforceable. I have read this Agreement and understand that by signing it, I have voluntarily consented to be bound by its terms.

This agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understanding between the AARP/LVPC/UWGLV and the signor of this agreement concerning the subject matter of this agreement.

*Name: _____

*Signature: _____

Date: _____

****A parent or legal guardian must sign for all participants under 18 years of age.***

If signing on behalf of a minor, print on the Name line the signer's name, minor's name, and relationship.

Example: "Name: *James Smith, parent, on behalf of Johnny Smith, minor.*"