



## Purpleville Walk Participant Release and Waiver of Liability

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.**

This Release and Waiver of Liability (the "Release") is executed on this 26<sup>th</sup> day of June, 2022 by \_\_\_\_\_ (the "Participant") in favor of Purpleville, a grass roots fundraiser; the committee, individuals, benefiting organizations, volunteers, and agents and all walk sponsors/community partners--including, but not limited to, the town of Greenville (hereinafter collectively known as, "Releasee"). The Participant, by signing this waiver, acknowledges that he/she will be engaged in activities that include, but are not limited to: walking a distance of approximately 4 miles and/or loading & unloading, transportation to and from the walk site, and providing first aid assistance to walkers (collectively, "Activities"). The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** The Participant does hereby release and forever discharge and hold harmless Purpleville, its successors, and all Releasees and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Participant's Activities with the Releasee.

Participant understands that this Waiver discharges the Releasee from any liability or claim that the Participant may have against Releasee with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with the Releasee, whether caused by the negligence of the Releasee or its officers, directors, employees, or agents or otherwise. Participant also understands that the Releasee does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**First Aid Assistance.** Participant does hereby release and forever discharge the Releasee from any claim whatsoever which arises or may hereafter arise on account of any first aid assistance or service rendered in connection with the Participant's activities with the Walk. Participant understands that professionally trained medical assistants will not necessarily be provided by the Releasee but that first aid will be administered by volunteers using standard household first aid kits.

**Assumption of the Risk.** The Participant understands that the activities include work that may be hazardous to the Participant, including, but not limited to: walking a distance of approximately 4 miles and/or loading & unloading, transportation to and from the walk sites, and providing first aid assistance to walkers. Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Releasee from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Participant understands that, except as otherwise agreed to by the Releasee in writing, Releasee does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

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**Photographic Release.** Participant does hereby grant and convey unto Purpleville all right, title, and interest in any and all photographic images and video or audio recordings made by Purpleville or its volunteers during the Participant's Activities with Purpleville, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maine, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maine. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Participant Signature: \_\_\_\_\_

\*Parent/Guardian's Signature: \_\_\_\_\_

*\*To be signed by the parent having legal custody and/or the legal guardian if the Participant is under the age of 18. Minors and Parent/Legal Guardian must each fill out their own forms if both are participating.*

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (H): \_\_\_\_\_

Phone (C): \_\_\_\_\_

Phone (W): \_\_\_\_\_

E-Mail: \_\_\_\_\_

**In case of emergency, please contact:**

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Witness: \_\_\_\_\_