



ACTIVITY AGREEMENT: WAIVER AND RELEASE OF LIABILITY

1. In consideration for being permitted to participate in the “RE-Energize + RE-Connect to End Homelessness” Walkathon (“Activity”), I, for myself and for my heirs, executors, administrators and representatives, waive and release any and all rights and claims I may have against, absolve and agree to hold harmless Family Promise of Central CT, Inc. (“FPCCT”), cooperating organizations, any of their employees, agents and representatives, and any person connected with the event, their successors, assigns, heirs, executors and administrators (individually and as a group referred to as “Hosts”), singly and collectively, from any blame and liability for any injury, harm, loss, cost, inconvenience or other damage that may result from or be connected in any way to my participation whether caused by acts, negligence, error or faults of sponsors or otherwise.

2. I am physically capable of participating in the event and I will adhere to all event rules and conduct myself in a safe and prudent manner while participating in the event. I consent to and permit emergency medical treatment in the event of illness or injury, including transportation to a medical facility, and will be responsible for any and all related costs.

3. As the parent/guardian of a participant under the age of 18, I have read the waiver and release form. I understand and agree to its waiver and release provisions, consent to the emergency medical treatment and will be responsible for any and all costs, have discussed with the participant the requirements to observe all traffic laws, and adhere to all other event rules and to act in a safe and prudent manner. I concur with representations made by the participant about physical capabilities.

4. I recognize that photographs, video recordings, and promotional materials will be taken during the Activity. I agree to grant FPCCT full permission to use any photographs and/or video recordings of the Activity that contain my likeness for any purpose whatsoever.

5. COVID-19 SAFETY INFORMATION:

While participating in events/activities hosted by FPCCT, consistent with CDC guidelines, participants are encouraged to practice hand hygiene, “social distancing” and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, FPCCT has put in place preventative measures to reduce the spread of COVID-19. However, FPCCT cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below are not encouraged to engage in FPCCT events and/or other face to face fundraising activities. By attending an FPCCT event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Duty to self-monitor:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact FPCCT at admin@fpcct.org if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with FPCCT.

Liability Waiver and release of claims:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with FPCCT, and I willingly engage in FPCCT events and/or other fundraising activities.

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST FAMILY PROMISE OF CENTRAL CONNECTICUT AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

Assumption of the risk. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

Medical acknowledgement and release. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any FAMILY PROMISE OF CENTRAL CONNECTICUT, INC fundraising event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the FAMILY PROMISE OF CENTRAL CONNECTICUT, INC (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

6. I acknowledge that this Agreement is the entire agreement between FPCCT and me, and that this Agreement cannot be modified or changed in any way by representations or statements of the Hosts or by me.