

EVENT PARTICIPANT RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") executed in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Pioneer Valley Habitat for Humanity, Inc., a Massachusetts nonprofit corporation, their directors, officers, employees, volunteers, and agents (collectively, "Habitat").

The Event Participant (the "Participant") desires to engage in the activities related to participating in the swim-a-thon. The Participant understands that the activities may include swimming and spectating at the designated event site, fundraising on behalf of the organization (the "Activities").

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE AND WAIVER. Participant does hereby release and forever discharge and hold harmless Habitat and its successors 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 Participant's Activities with Habitat. The Participant understands that this Release discharges Habitat from any liability or claim that the Participant may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. The Participant also understands that Habitat 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.

MEDICAL TREATMENT. Participant does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with Habitat.

ASSUMPTION OF THE RISK. The Participant understands that the Activities included may be hazardous to the Participant, including, but not limited to, navigating the pool area and swimming in varying water depths.

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat 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 Habitat in writing, Habitat 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.

PHOTOGRAPHIC RELEASE. The Participant does hereby grant and convey unto Pioneer Valley Habitat for Humanity, Inc all rights, title, and interest in any and all photographic images and video or audio recordings made by Habitat during Habitat's programs, 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 Massachusetts and that this Release shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. 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.

Name (Print) _____ Date: _____

Signature (of parent if swimmer is under the age of 18) _____