

SAINT PAUL VI PARISH CORPORATION (“Parish”)
PARTICIPANT WAIVER OF LEGAL RIGHTS, RELEASE OF LIABILITY,
ASSUMPTION OF THE RISK & IMAGE RELEASE
“Color Run/Walk”
October 5, 2024

**BE ADVISED THAT THIS WAIVER AFFECTS YOUR FUTURE LEGAL RIGHTS.
BY SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND,
AND AGREE TO ITS TERMS.**

In consideration for being allowed to participate in the above-mentioned Color Run (the Event), I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The Event may include, but is not limited to, running or walking on a course located at Brooksvale Park. I know that participating in the Event is a potentially hazardous activity and that I should not enter and participate unless I am medically able and properly trained.
2. **THE RISK OF INJURY — INCLUDING SERIOUS PERMANENT PHYSICAL IMPAIRMENT — AND/OR DEATH** from the Event **INCLUDES BUT IS NOT LIMITED TO:** (i) injuries involving or caused by the color powder used during the event; (ii) tripping and falling; (iii) sprains, strains or tears; (iv) fractures; (v) cuts, lacerations and contusions; (vi) injuries involving contact with other participants; (vii) injuries from course conditions; and (viii) animal/insect bites and/or stings. While particular rules, instructions, equipment, and personal discipline may reduce the risk of injury, the risk of serious injury cannot be completely eliminated and is an inherent part of participation in the Event. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF PARISH AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
3. I hereby release and discharge the Town of Hamden, Parish and The Hartford Roman Catholic Diocesan Corporation (the Archdiocese of Hartford) their officers, directors, agents, employees, volunteers, successors, and assigns, from any and all liabilities, suits, claims, demands, actions or damages (including attorney’s fees) incurred by me that are in any way related to or arising out of my participation in the Event, including, without limitation, claims for property damage, personal injuries, or wrongful death, and claims which allege negligent acts or omissions of or by the Parish or The Hartford Roman Catholic Diocesan Corporation, or their officers, directors, agents, employees, volunteers, successors, or assigns. I further agree to indemnify, defend, and hold harmless Parish and The Hartford Roman Catholic Diocesan Corporation from any loss, liability, cost, claim, or damages arising from my participation in the Event. In the event suit occurs for any reason, I agree that this Waiver shall be governed by and construed in accordance with the laws of the State of Connecticut, and that venue for any legal action between the parties shall be New Haven County, Connecticut.
4. I attest and verify that I am free from all illnesses, injuries, and defects and that I am physically fit and sufficiently trained to participate in the Event, or, if I have a medical condition or am pregnant, I have received medical clearance from a doctor to participate. My participation in the Event is entirely voluntary.
5. I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and forever discharge Parish from any and all liability or claims arising out of such treatment.

6. I grant full permission to Parish to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Event for any legitimate commercial or promotional purpose in perpetuity, and I understand that I shall not be entitled to any compensation therefore.
7. I acknowledge that if any portion of this Waiver shall for any reason be held invalid or inoperative, then, so far as is legally possible the remainder of this Waiver shall be valid and operative. All covenants made in this Waiver shall survive the completion of the Event. This Waiver may be amended in whole or in part only by an agreement in writing signed and dated by the Parish.

I HAVE COMPLETELY READ THIS WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE A RIGHT TO CONSULT COUNSEL. I UNDERSTAND THAT BY ENTERING MY SIGNATURE I ENTER INTO A LEGAL CONTRACT WITH THE PARISH GIVING UP SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____ Date: _____

EMERGENCY CONTACT INFORMATION (at least one contact required)

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

MINORS: IF UNDER 18 — SIGNATURE OF PARENT OR GUARDIAN REQUIRED

I, the undersigned, _____, hereby certify and represent that I am the legal parent or guardian of _____ the signer of the above Release (the "Minor"). After fully informing myself of the nature and risks, I give my permission for Minor to participate in the Event. I agree to supervise Minor during the Event and further agree that I or another adult will be present with Minor during the Event. I acknowledge and agree that Minor is not permitted to participate in the Event without an adult present at all times and that Parish accepts no responsibility for the supervision of Minor.

By adding my signature below, I fully ratify, accept, and agree to all of the terms of the above Release both for myself individually and as legal parent or guardian of the Participant. I forever waive, discharge, covenant not to sue, and release the Parish for any loss, cost or claim, injury, or death resulting from Minor's participation.

Signature: _____ Date: _____