WAIVER & RELEASE FROM LIABILITY

In consideration of being permitted to participate, compete, officiate, observe, work for, or for any purpose participate in any way in the **SUPPORT THE MUDWALK 5K FUN RUN/WALK** ("Event") each of the undersigned, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE The School Board of Seminole County, its members, officers, employees, the promoters, other participants, operators, officials, sponsors, advertisers, owners and lessees of the premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is, and/or competing, officiating in, observing, or working for or for any purpose participating in the Event;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in any way competing, officiating, observing or working for, or for any purpose participating in the Event and whether caused by negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise and/or while competing, officiating, observing, or working for or for any purpose participating in the Event.

4. HEREBY expressly acknowledges and agrees that the Event is dangerous and involves the risk of serious injury and/or death and/or property damage. Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release, and indemnification agreement specifically applies to the event or activity hereinabove mentioned and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

Signed: _____ Witness: _____

Date: _____