



OLD DOWN  
COUNTRY PARK

OLD DOWN COUNTRY PARK CHRISTMAS LAUNCH  
**SANTA FUN RUN 2024**

**WAIVER OF LIABILITY**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**ACKNOWLEDGEMENT OF DANGER:**

I will be participating in a Santa Run event taking place at Old Down Country Park. I am fully aware that this event is of a kind that is of a moderate nature requiring a level of fitness. I recognize and understand this event is not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of myself, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me.

**ACCEPTANCE OF RESPONSIBILITY:**

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in this event and accept full responsibility for any injury or death that may result from my participation.

**ASSUMPTION OF RISK:**

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in any event offered by, or designed by, OLD DOWN COUNTRY PARK. I understand there exists the possibility of adverse physical changes during participation in any and all events. I fully

understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications

may exacerbate these physiological changes and create an even greater risk of physical damage or death. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

**LIKENESS RELEASE:**

Use of picture(s)/film/likeness: I agree to allow OLD DOWN COUNTRY PARK, and its owners, agents, officers, principals, employees, independent contractors and volunteers to use the picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform OLD DOWN COUNTRY PARK of this in writing

**CHILD OF PARTICIPANT:**

I willingly assume full responsibility for any and all risks that I am exposing my child/children to as a result of bringing him/her/them with me to the event and accept full responsibility for any injury or death that may result to them from their presence and/or unauthorized/unsupervised action and activity.

I hereby certify that I know of no medical problems that would increase his/her/their risk

of illness, injury, or death as a result of his/her/their presence in the park. I willingly assume full responsibility of supervision of my child/children during my entire time at OLD DOWN COUNTRY PARK.

With my full understanding of the above information, I agree to assume any and all risks to my child/children associated with my participation in any and all Services at this event.

**WAIVER:**

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the event made available by OLD DOWN COUNTRY PARK, and with my full understanding of all of the above, I hereby waive, release, remise and discharge OLD DOWN COUNTRY PARK, and its owners, agents, officers, principals, employees, independent contractors and volunteers, of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in the event at OLD DOWN COUNTRY PARK.

**COVENANT NOT TO SUE:**

I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

If a parent or guardians is signing on behalf of me as a minor child, he/she is giving permission to administer the necessary first aid, and in case of serious illness or injury, he/she is giving permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**INDEMNIFICATION:**

I recognize there is risk involved in the types of Events offered at OLD DOWN COUNTRY PARK. Therefore, I accept financial responsibility for any injury or death that I, or the participant, may cause either to myself/him/herself or to any other participant due to my/his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur reasonable attorney's fees or costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless OLD DOWN COUNTRY PARK, and its owners, agents, officers, principals, employees, independent contractors and volunteers from liability for the injury or death of any person(s) and damage to

property that may result from my negligent or act or omission while participating in any and all Services offered at OLD DOWN COUNTRY PARK.

**PARENTAL CONSENT: (if applicable)**

I, the undersigned parent or legal guardian of the minor child, have read the above and understood the foregoing assumption of risk, and release of liability, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

I have fully read and fully understand the foregoing assumption of risk, and release of liability, and I understand that by signing, it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

I understand that by signing this form I am waiving valuable legal rights. By signing, I am verifying that I have received adequate and sufficient answers to all of my questions.