

## **SHOREWALKERS WAIVER AND RELEASE**

This document must be signed by each individual joining Shorewalkers as a member and/or wishing to participate in walks or physical activities hosted or sponsored by Shorewalkers, Inc., including the Great Saunter. All participants must sign the Waiver before the start of their first walk or activity.

Please read each of the following statements carefully.

In this Waiver, the term “Shorewalkers” refers to Shorewalkers Inc., its members, directors, trustees, officers, employees, agents, volunteers, sponsors, representatives, and any persons or entities acting on behalf of the organization.

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

Shorewalkers is an organization that offers the opportunity for moderate physical exercise in a supportive group environment. Your participation in any of our activities is your acknowledgment that you are solely responsible for your own assessment of your abilities and physical fitness to participate in that activity. By participating in any Shorewalkers activity, including the Great Saunter, you represent that you are in adequate physical condition to participate and that you have consulted with your doctor or other healthcare provider as to any concerns you may have regarding your ability to participate safely. You acknowledge, understand, and agree that Shorewalkers cannot guarantee your safety while attending or participating in the program and that participation in the program may expose you to certain risks, including the possibility of serious injury or death, from, but not limited to: traffic, falls and other hazards of walking in different settings, contact with animals, exposure to hazardous weather conditions, and the possibility of walk- or weather-related injury or illness. You also acknowledge, understand, and agree that it is your responsibility to protect your property while attending events and that Shorewalkers cannot be responsible for any damage to or loss of such property.

By signing this Waiver, you hereby acknowledge and understand that your participation includes the possible exposure to and illness from contagious or infectious diseases, such as COVID 19, any related variants, or similar communicable diseases. You accept the risk of life-threatening illness, temporary or permanent disability, or even death. You understand that being at any Shorewalkers event may increase your risk of contracting a contagious or infectious disease or illness. You further agree to follow all required and relevant federal, state, local, and Shorewalkers guidelines and recommendations to maintain the health and safety of event participants. You pledge that you, or if signing on behalf of a minor, they, will not participate in any event if you (or the minor) are sick or have knowingly been exposed to someone with symptoms of a contagious or infectious disease.

Participants in any Shorewalkers activity are encouraged to discuss with the hike leader any limitation they may have that could affect their ability to fully participate in an event, especially on hikes outside city limits such as those on hiking trails. The hike leader may refuse to take anyone who lacks proper equipment as indicated in the hike description. By participating in any events, you agree to dress yourself appropriately as to mitigate risk of physical injury to yourself

including, but not limited to: wearing shoes and clothing appropriate for strenuous physical activity. Hike leaders may refuse any participant, should his/her behavior endanger the safety of or negatively affect an event, person, or property of any kind.

Events officially begin and end at the location(s) designated by the hike leader. If you decide to leave early and do not complete the event as planned, you assume all risks inherent in your decision to leave and waive all liability against Shorewalkers arising from that decision. Likewise, if, during the event, you decide to walk ahead of the leader or behind the sweep, and if the hike leader has concluded the event and you decide to go forward without the leader, you assume all risks inherent in your decision to go forward and waive all liability against Shorewalkers arising from that decision.

Shorewalkers does not tolerate inappropriate behavior during its events. If you are subject to or witness any inappropriate behavior during an event, please contact the Shorewalkers organizers directly and report the behavior. Shorewalkers will investigate any reports of inappropriate behavior and take necessary action.

### **PHOTOGRAPHY AND WEBSITE RELEASE**

Shorewalkers encourages social media posts of photos and videos taken during our events. We remind our members that such photos/videos are subject to the Content & Privacy guidelines of said social media platform. You grant full permission to Shorewalkers to use, reuse, reproduce, publish, or republish any photographs, videos/motion pictures, recordings, or any other record of your participation in any Shorewalkers events, including all pre- and post-event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations. You allow Shorewalkers to use your name, voice, likeness, and/or other identity markers for editorial, educational, promotional, advertising, and nonprofit purposes without any restrictions. You agree that Shorewalkers can use these indicia of identity for the solicitation of contributions to achieve their objectives without any restrictions. Further, you relinquish all rights, title, and interest in any and all photographs, videos/motion pictures, recordings, or other records taken by or on behalf of Shorewalkers. In the event you record your own video during a Shorewalkers event, we require those who capture video with identifiable voice of a hike leader or walker to obtain approval of that person prior to posting the content to social media.

### **RELEASE FROM LIABILITY**

You agree that this Waiver and Release applies to any Shorewalkers activity at any time throughout the course of your membership or participation in any Shorewalkers activity, including the Great Saunter. By signing this Waiver and Release, you agree that your signature indicates your agreement to its terms. You further understand and agree that payment of Shorewalkers dues or fees constitutes additional, independent acceptance of all the terms of this Release. You agree that you cannot terminate, cancel, or revoke this Release for any reason.

You hereby release, discharge, and waive fully and forever all claims against Shorewalkers, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, owners or operators, facilities, equipment and vehicles, and all others involved in Shorewalkers events (the "Released Parties") from any and all liability or claims of any kind,

including death, illness, injuries, losses, damages, claims, demands, lawsuits, attorneys fees, expenses, and any other liability arising out of or in connection with your participation in or attendance at any and all Shorewalkers events. This includes injuries due to negligence or other fault of the Released Parties. The Release is valid for all Shorewalkers events, including the Great Saunter.

If you bring a minor to an event, you acknowledge that you agree to all terms & conditions for this child/dependent. You assume all risks and hazards incidental to such participation, and you hereby waive, release, absolve, indemnify, and agree to hold harmless the Released Parties for any claim arising or any injury to the dependent and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with the dependent's participation in Shorewalkers events.

### **SEVERABILITY**

You agree that if any portion of this Waiver is deemed to be invalid, the remainder of the Waiver will still be binding and enforceable. This Release supersedes any oral or written statements made to you at any time by anyone acting on Shorewalkers's behalf in connection with any Shorewalkers activities.

By electronically signing this Waiver and Release at checkout, you acknowledge and represent that you have carefully read and understand all its terms.

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