

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Name _____

Street Address _____ City, State, Zip _____

In consideration of my participation and/or my children's' participation in the Pedal/walk for Awareness (the "Event"), I the undersigned, hereby expressly agree to the following and on behalf of myself and/or my children:

I hereby agree to expressly assume and accept any and all risks of injury or death associated with my participation in the Event. I understand that fitness activities carry a risk of injury and even death, and that I am voluntarily participating in the Event with the knowledge of the dangers involved.

Being fully cognizant and assuming all risks involved in my participation in the Event, and in consideration of my participation in the Event, I do hereby remise, release, quit claim, and forever discharge the event organizers of the Event, Hobart Moose, Hobart Trailblazers, Chasing Dreams, Inc., its owners, officers, board members, employees, agents, administrators, successors and assigns, of and from any and all actions, suits, debts, accounts, damages, judgments, executions, claims or demands whatsoever in law or equity, or otherwise, which against Chasing Dreams, Inc., I, my heirs, executors, or administrators hereafter can, shall or may have, for, upon or by reason of any injury that I may sustain or incur while participation in the Event whether caused by my own negligence or the active or passive negligence of Chasing Dreams, Inc., its owners, officers, board members, employees, volunteers, agents, administrators, successors and assigns.

I agree to indemnify, save and hold harmless Chasing Dreams, Inc., its owners, officers, board members, employees, agents, administrators, successors and assigns from any loss, liability, damage or cost that might occur due to my participation in the Event, whether caused by my own negligence or the active or passive negligence of Chasing Dreams, Inc., its owners, officers, board members, employees, volunteers, agents, administrators, successors and assigns including Hobart Moose and Hobart Trailblazers.

IF I IGNORE THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AND FILE SUIT AGAINST CHASING DREAMS, INC., ITS OWNERS, OFFICERS, BOARD MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, ADMINISTRATORS, SUCCESSORS AND/OR ASSIGNS INCLUDING HOBART MOOSE, AND HOBART TRAILBLAZERS, I WILL BE RESPONSIBLE FOR ALL ATTORNEYS' FEES AND COURT COSTS INCURRED BY CHASING DREAMS, INC.

I further agree that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana, and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE. I DO SO FREELY AND VOLUNTARILY. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Dated: _____

Signature