



**WAIVER AND RELEASE OF LIABILITY**

**For Participation in 2021 Green Hat Fun Run/Walk/Crawl and Drive “The COVID Edition”**

In consideration for being permitted to participate in the *CHRISTUS Ochsner Southwestern Louisiana Foundation Green Hat Charity Fun Run/Walk/Crawl and Drive “The COVID Edition”* (“the Event”) being held in Lake Charles, Louisiana the entire duration of March 2021, benefitting CHRISTUS Ochsner Southwestern Louisiana Foundation (“the Foundation”), I, for myself, my personal representatives, assigns, heirs and next-of-kin:

1. ACKNOWLEDGE, agree and represent that my participation in the Event entails known and unknown risks that could result in serious bodily injury or illness, including permanent disability or death, and that I am qualified and in proper physical condition to participate.
2. ACKNOWLEDGE that the Foundation may take photos of my participation in the Event, and I authorize CHRISTUS Ochsner Southwestern Louisiana Foundation to publish or otherwise use my photo, image, or likeness without compensation.
3. AGREE AND ASSERT that my participation in the Event is completely voluntary, and I knowingly and freely accept and assume all risks associated with my participation in the Event, whether known or unknown and even if arising from the negligence of other participants, volunteers, or employees. I further agree to assume all responsibilities for losses, costs, and damages I incur as a result of my participation in the Event.
3. VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE the Foundation, its parent company, affiliates, administrators, directors, officers, volunteers and employees, other participating organizers, sponsors, advertisers, and if applicable, owners and lessors of premises on which the Event takes place (collectively, the “Released Parties”) and release the Released Parties from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the action or inaction of the Released Parties, including negligent rescue operations.
4. FURTHER AGREE that if, despite this release and waiver of liability, assumption of the risk and indemnity agreement, I or anyone on my behalf, makes a claim against the Released Parties, I will indemnify and hold harmless such Released Party for any litigation expenses, attorney fees, loss, liability, damage or cost which I may incur as a result of such claim.
5. Acknowledge that I am responsible for my acts and omissions during the Event. I understand that if I choose to consume alcoholic beverages during the Event, it is my responsibility to ensure I do so in a responsible manner. I agree not to drive during or after the Event after consuming alcoholic beverages.
6. ACKNOWLEDGE that I have read this waiver and release of liability and fully understand its terms, have signed it freely and without any inducement or assurance of any nature, intend this document to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of it is held to be invalid, the balance of it shall continue in full force and effect.

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**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.**

**\*Participants must be the age of 21 to register:**

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Birth Date \_\_\_\_\_



Emergency contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

**COVID-19 Consent**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that CHRISTUS Ochsner Southwestern Louisiana (Health System) has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that the Health System cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, restaurant staff, and other restaurant clients and their families.

I voluntarily seek services provided by the Health System and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending the Health System events.

I attest that:

\* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I have not traveled internationally within the last 14 days.

\* I have not traveled to a highly impacted area within the United States of America in the last 14 days.

\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

\* I have not been diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by state or local public health authorities.

\* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold the Health System harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the Health System, or that may otherwise arise in anyway in connection with any services received from the Health System. I understand that this release discharges the Health System from any liability or claim that I, my heirs, or any personal representatives may have against the released parties with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from the Health System. This liability waiver and release extends to the Health System together with all owners, partners, and employees.

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_