

Liability Waiver and Release - Terms and Conditions

Last Updated- April 7, 2023

The intent of this regulation is to provide the terms and conditions for events held by Stop Abuse Today, Inc.¹ hereinafter referred to as the (“Corporation”). For purposes of this policy, an “event” shall mean a function or assembly the (Corporation) or any task force, committee, or other official group-subsiary of the (Corporation) - hosts or sponsors, or co-hosts or co-sponsors in partnership with another organization.

This regulation shall apply to any fundraiser, education, awareness, or outreach event and includes educational and awareness seminars, vigils, and other gatherings as well as events involving physical activities such as but not limited to, walks, runs, rides, dances, concerts, and races. This policy does not apply to general meetings or support group meetings hosted by the (Corporation) or its subsidiaries.

This policy is designed to ensure that the events the (Corporation) and its subsidiaries host and participate in remain consistent with the principles and values of the (Corporation) and to protect the (Corporation) from claims of liability. This regulation shall be used in addition to other policies and regulations of the (Corporation), not in place of.

Permissible Events

Neither the (Corporation) nor any subsidiary thereof shall participate in, host, sponsor, co-host, or co-sponsor any event as defined herein unless the event has been officially authorized by a majority vote of the Executive Governance Committee of the (Corporation).

All events hosted, sponsored, co-hosted, or co-sponsored by the (Corporation) and its subsidiaries shall be consistent with the exclusive purpose of the (Corporation) - and as outlined in the Rules and Orders for the Governance of Stop Abuse Today, Inc.² All events hosted, sponsored, co-hosted, or co-sponsored by the (Corporation) shall remain consistent with providing education, awareness, outreach, and support concerning domestic abuse, elder abuse, and bullying among our youth.

Prohibited Events

Neither the (Corporation) nor any subsidiary thereof shall host or be a partner in any event that contradicts or is in opposition to the ideals, philosophy, standards, principles, intention, and purpose of the (Corporation) - or the guiding principles of this policy. No event that is deemed by the (Corporation) as inappropriate, divisive or that which attempts to incite violence shall be authorized.

No event that promotes a political, economic, social, or individual ideology or theory, hate speech, misinformation, or propaganda shall be authorized and no event that the (Corporation) deems as a campaign to bring about political or social change for any subject that is not consistent with the

¹ [Official Website of Stop Abuse Today, Inc](#)

² [Rules and Orders for the Governance of Stop Abuse Today, Inc](#)

philosophy, standards, principles, intention, and purpose of the (Corporation) shall be authorized. No form of a protest shall be authorized.

Participation in Events of Other Organizations

The Executive Governance Committee shall not authorize participation by the (Corporation) or any subsidiary thereof in any event of another organization that contradicts or is in opposition to the ideals, philosophy, standards, principles, intention, and purpose of the (Corporation) - or the guiding principles of this policy.

The Executive Governance Committee shall not authorize participation by the (Corporation) or any subsidiary thereof in any event of another organization that promotes a political, economic, social, or individual ideology or theory, hate speech, misinformation, or propaganda. The Executive Governance Committee shall not authorize participation by the (Corporation) or any subsidiary thereof in any event of another organization that is deemed by the (Corporation) as inappropriate, divisive or that which attempts to incite violence. The Executive Governance Committee shall not authorize participation by the (Corporation) or any subsidiary thereof in any form of a protest.

Please note, participation by members of the (Corporation) in an event of another organization does not necessarily constitute an endorsement of that organization or that organization's event by the (Corporation) or our members.

Terms and Conditions

Your participation in our events shall constitute an acknowledgment of your consent to abide and be bound by the policies of the (Corporation). Each event may have a separate and distinctive liability policy that is furnished to meet the requirements of that particular event. Some events, such as but not limited to, walking, running, riding, and racing events may require a separate signed voluntarily agreement-waiver-release in addition to an agreement and acknowledgment of the content found herein. For participants under a certain age, some events may require parental or guardian permission.

Since this policy only applies to Stop Abuse Today, Inc, any organization that the (Corporation) partners with may be bound by a separate liability waiver and release procedure. It is recommended that participants make themselves aware of any and all policies of partner organizations so that they may make an informed decision concerning their participation in our events.

The provisions herein shall apply to the (Corporation) and its subsidiaries as well as any person, agency, department, official, employee, volunteer, representative, agent, or other individual that participates in the production, implementation, and execution of the event, provided that they have been officially endorsed by the (Corporation). For purposes of this policy, the aforementioned shall be known collectively as "constituent associates".

Your participation in our events shall constitute an agreement that you and anyone entitled to act on your behalf waive, release, discharge, hold harmless, and pledge - covenant not to sue the (Corporation), its constituent associates, or the owners or lessors of any premises on or in which any event takes place. The (Corporation) shall not be responsible or liable for any constituent associate or other person's actions, negligence, or abdication of responsibility.

Liability Waiver and Release

- A. Acknowledgment and Waiver of Liability- Present and Future Claims: In consideration of accepting entry and participation in our events, you shall agree that you and anyone entitled to act on your behalf waive, release, discharge, and hold harmless, and pledge not to sue, the (Corporation) or its constituent associates, or the owners or lessors of any premises on or in which any event takes place, and any successor of each of the foregoing, from present and future claims and liabilities of any kind, known or unknown, arising out of your participation in the event, even though such claim or liability may arise out of negligence or fault on the part of any of the Releasees.
- B. Acknowledgment and Waiver of Liability- Class Action: In consideration of accepting entry and participation in our events, you shall understand that all claims must be pursued on an individual basis only. Your participation in our events shall constitute an agreement that you and anyone entitled to act on your behalf waive your right to commence or be a party to, any class or collective claims, or to bring jointly any claim against the Releasees with any other person.
- C. Acknowledgment and Waiver of Liability- Hazards and Assumed Risks: In consideration of accepting entry and participation in our events, you shall understand that participation in some events, such as but not limited to; walking, running, riding, and racing events may be a potentially hazardous activity. Your participation in our events shall constitute an acknowledgment that you understand and willingly assume all risks associated with such participation, including but not limited to falls, contact with other participants, spectators, vehicular, or other traffic, the effects of the weather, including heat, humidity, wind, cold, and wet or slippery surfaces, falling tree branches, or other overhead objects, and the crowded nature and other conditions of the course. Your participation in our events shall constitute an acknowledgment that you understand and willingly assume all risks associated with bicycles, skateboards, baby joggers/strollers, roller skates, inline skates, pets, and other animals that may cause injury to you or damage to your personal property.

Your participation in our events shall constitute an acknowledgment that you understand and willingly assume all risks associated with the contagious and transmissible nature of communicable diseases, infections, and other ailments, and voluntarily assume the risk that you may be exposed to or infected by a communicable disease, infection, sickness, or other ailment by participating in our events. Your participation in our events shall constitute an acknowledgment that such exposure or infection may result in personal injury, illness, permanent disability, or death. Your participation in our events shall constitute an acknowledgment of the risk of becoming exposed or infected in connection with your participation in our events and you shall personally assume all risks associated.

Your participation in our events shall constitute an agreement that you willingly assume all risks associated with injury, illness, and damage to property, and agree to waive, release, discharge, hold harmless, and pledge not to sue the (Corporation) or its constituent associates.

- D. Acknowledgment and Waiver of Liability- Medical Release: Your participation in our events shall constitute an agreement that grants the Medical Director, designees, or other medical or law enforcement personnel permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of your participation in the event, including without

limitation, arranging transportation to a hospital or other medical facilities. Your participation in our events shall constitute an agreement that grants the foregoing personnel access to your medical records and physicians, as well as other information, relating to medical care that may be administered to you at any such medical facility as a result of your participation in the event.

In consideration of accepting entry and participation in our events, you shall agree that if an illness, injury, or other medical emergency arises during the event you will assume full responsibility for payment of any and all medical services and treatment rendered to you, including but not limited to, medical transport, medications, treatment, and hospitalization. Your participation in our events shall constitute an agreement that you willingly assume all risks associated with injury and illness, and agree to waive, release, discharge, hold harmless, and pledge not to sue the (Corporation) or its constituent associates.

- E. Acknowledgment and Waiver of Liability- Ability to Perform: Your participation in our events shall constitute a certification that you are medically able to perform all activities associated with the event, are in good health, and are properly trained. In consideration of accepting entry and participation in our events, you shall agree to abide by any decision of an event official relative to your ability to safely complete any activity. In consideration of accepting entry and participation in our events, you shall willingly assume all risks associated with your ability to perform and agree to waive, release, discharge, hold harmless, and pledge not to sue the (Corporation) or its constituent associates.

- F. Acknowledgment and Waiver of Liability- Changes and Amendments: Your participation in our events shall constitute an understanding that the (Corporation) reserves the right to change the details of any event, such as but not limited to the location, date, time, course-distance, and amenities offered, at any time, and for any reason. The (Corporation) reserves the right to delay, postpone, or cancel any event due to circumstances beyond our control such as but not limited to a lack of interest, a lack of participation, inclement weather, a natural disaster or other emergency, or as required to protect the safety of participants and staff.

In consideration of accepting entry and participation in our events, you shall understand and agree that any entry fee associated with the event is non-refundable and your participation shall constitute an agreement to waive and release any claims that you may have as a result of any change that may occur.

- G. Acknowledgment and Waiver of Liability- Acceptance of Rules, Proper Conduct, and Decorum: Your participation in our events shall constitute an agreement that you will not exhibit any behavior that may be considered inappropriate, divisive, disruptive, or otherwise irrelevant to the purpose of the event, or any behavior that is inconsistent with, contradicts or is in opposition to, the ideals, philosophy, standards, and principles of the (Corporation). In consideration of accepting entry and participation in our events, you shall understand that the (Corporation) may deny entry, suspend, or request your removal from any event in which the (Corporation) deems you have violated the terms of proper conduct and decorum or violated - not agreed with - any other condition in this policy.

- H. Acknowledgment and Waiver of Liability- Publicity Release: Your participation in our events shall constitute an acknowledgment of your consent to grant permission for the (Corporation) or any subsidiary thereof to use, publish, and disseminate for any purpose, without remuneration, any photographs, motion pictures, video or sound recordings, or any other record of your participation in the event, including your name, portrait, picture, likeness, image, and biographical information. This includes but is not limited to your age, gender, domicile city-town-state, and event results.
- I. Acknowledgment and Waiver of Liability- Invalid Clause: In consideration of accepting entry and participation in our events, you shall understand that the provisions contained herein are intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts and that this liability waiver and release shall be governed by and interpreted by the laws of the Commonwealth. Your participation in our events shall constitute an acknowledgment that you expressly agree that if any clause or provision of this policy is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of these regulations which shall continue to remain in full force and effect.
- J. Acknowledgment and Waiver of Liability- Parental or Guardian Permission (if applicable): By submitting this entry I acknowledge that I have the authority to register a minor child and agree to this liability waiver and release. I agree to allow participation in your event by the minor, who I am the rightful and legal parent - or guardian of - and acknowledge that I have read, understood, and agreed to the rules, regulations, terms, conditions, provisions, waivers, and releases contained herein. I acknowledge, understand, and agree that participation in your event by this minor shall constitute an agreement that I willingly assume all risks associated with injury, illness, and damage to property, and agree to waive, release, discharge, hold harmless, and pledge not to sue the (Corporation) or its constituent associates.
- K. Acknowledgment and Waiver of Liability- Acceptance of Terms: In consideration of accepting entry and participation in our event, you, the participant, intending to be legally bound, hereby waive and forever release any and all rights and claims for damages, illness, or injuries against the (Corporation), and its constituent associates. This includes any and all injuries to you or your personal property and includes any and all injuries or damages suffered before, during, or after the event. In consideration of accepting this entry, you recognize, intend, and understand that this release is binding on your heirs, executors, administrators, and assignees.
- L. Acknowledgment and Waiver of Liability- Free and Voluntary Release: By submitting this entry I acknowledge that I have read and fully comprehend the terms and conditions on page 2, the liability waiver and release on pages 3 through 5, and understand that I am giving up, waiving, surrendering, and nullifying substantial rights, including my right to bring actions against the Releasees. My participation in your event shall constitute an acknowledgment that I agree to these terms and conditions, and liability waiver and release - freely and voluntarily - and that I intend to completely and unconditionally discharge and waive the Releasees to the fullest extent allowed by law.

M. Acknowledgment and Waiver of Liability- Release and Signature: Having read this waiver, knowing these facts, and in consideration of your accepting my entry, I, the undersigned, for myself, and anyone entitled to act on my behalf, waive and release (Stop Abuse Today, Inc), and its constituent associates, including the (Holland Police Department), and all other event partners, sponsors, their representatives, and successors, from all claims and liabilities of any kind arising out of my participation in the (Stop Abuse Today 5K Walk & Run on Saturday, October 14, 2023, to be held in the Town of Holland Massachusetts), even though that liability may arise out of negligence, abdication, or carelessness on the part of those identified in this waiver and policy.

Participant name (print): _____

Participant address (print): _____

Participant date of birth: _____ Age on event date: _____

Liability waiver and release acknowledgment (date): _____

Participant or guardian signature (see clause J if under 18): _____

Disclaimer

The information provided in this policy, within our media publications and seminars, and on our sites, should not be construed as business or legal advice from the (Corporation), or warranting as fail proof, of the security for any event. The (Corporation) reserves the right to amend the terms of this policy at any time and we encourage you to review this page periodically to stay informed of any updates. Any modifications made to this policy shall be effective immediately unless otherwise noted.

Please note that portions of the content in this policy were compiled by reviewing examples from other organizations and amended and furnished to meet the requirements of the (Corporation).³

³ [Boston Road Runners BRR](#), [B.A.A](#), [Road Runners Club of America RRCA](#), [Running in the USA](#)