

## Living Healthy Challenge Participant Agreement, Waiver and Release Form

Name:	Address:	
Check Here if Participant is a Minor (under the age of 18)		(If unlisted, phone number is exempt
Home Phone #:	Unlisted	from public disclosure under the Open Public Records Act)
Cell Phone #:	Email:	

In consideration of being permitted by the Borough of Oakland to participate in the Mayors Wellness Campaign Living Healthy Challenge, I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in Living Healthy Challenge activities. This release is intended to discharge the Borough of Oakland, its officers, employees and agents from any and all liability arising out of or connected in any way with my participation in Living Healthy Challenge activities even though that liability may arise out of negligence or carelessness on the part of those parties.

It is understood that activities such as the ones I will be participating in involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold harmless, the Borough of Oakland, its officers, employees and agents from any loss, liability, damage, cost or expense which they may incur as the result of my personal injury, death or property damage that I may sustain while participating in any Living Healthy Challenge activity.

I understand that by participating all Participants consent to photo images taken by the Borough of Oakland during the Living Healthy Challenge to be used in any or all Borough of Oakland publications and websites.

## I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE BOROUGH OF OAKLAND AND I SIGN IT OF MY OWN FREE WILL.

Participant or Guardian for Participant (if Participant is under the age of 18)

Print Name:	Date:

Signature: \_\_\_\_\_\_ Witness: \_\_\_\_\_