WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK FORM

I wish to participate in the **GEAUX Pink 5K** hosted by CHRISTUS Health. In exchange for being permitted to participate in the Activity and any related activities, I acknowledge and agree as follows:

1. **VOLUNTARY**. I understand and agree that my participation in the GEAUX Pink 5K is completely voluntary. It is not required as a condition of my employment and not within the course of scope of my employment at CHRISTUS. As such, neither Workers' Compensation coverage nor the CHRISTUS Health Texas Occupational Injury Assistance Plan will cover any injury relating to my participation in the GEAUX Pink 5K.

2. **ASSUMPTION OF RISK**. I understand that taking part in physical exercise, sport, fitness, and other recreational or physical activities comes with the inherent risk of injury, damage, illness or loss. I understand that the GEAUX Pink 5K may involve significant risk including but not limited to serious injury, disability, death, damage to persons or property, severe economic loss, or other forms of pain and suffering. I knowingly and freely assume all risks, both known and unknown, whether caused by the actions or inactions of myself or others, or from the conditions of the premises or equipment used. My participation is at my own risk, and I accept full responsibility for any losses, costs, and damages I may incur related to the GEAUX Pink 5K.

3. **PERSONAL RESPONSIBILITY**. I acknowledge that I should consult a physician before I take part in the GEAUX Pink 5K. To the best of my knowledge, I am in good health and sufficient physical condition to participate in the GEAUX Pink 5K. If at any point I have reason to believe unsafe conditions exist, I will immediately end my participation.

4. **NO WARRANTIES**. I understand and agree that CHRISTUS makes no warranties, express or implied, as to the GEAUX Pink 5K, the property on which the GEAUX Pink 5K will take place, any persons in attendance at the GEAUX Pink 5K, or any other warranty, condition, guaranty, or representation relating to the GEAUX Pink 5K.

5. **MEDIA**. I give CHRISTUS, and its representatives and agents, permission to photograph, film, tape and otherwise record me in connection with the GEAUX Pink 5K. All rights to any related photograph, film, tape or other recording shall be the property of CHRISTUS.

6. **RELEASE AND IDEMNITY**. I, for myself and on behalf of my heirs, assigns, executors, administrators, representatives and next of kin, RELEASE, WAIVE, COVENANT NOT TO SUE, AND HOLD HARMLESS CHRISTUS, its officers, directors, employees, agents, volunteers, other participants, any sponsors, and, owners and lessors of premises on which the GEAUX Pink 5K takes place (collectively referred to as "Releasees") from all liability, claims, demands, losses, or damages on account of injury, harm, or damage, including death, caused or alleged to be caused in whole or in part by the actions, inactions, or negligence of the Releasees or otherwise. If injury, harm, or damage is cause by a tortious act or gross negligence, this release will have no effect for only the individual or entity that caused the tortious act or gross negligence. I further agree to defend, indemnify and hold harmless the Releasees from any loss, liability, damage, or cost incurred as the result of a claim made on my behalf. I intend this agreement 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 unenforceable, all remaining provisions will remain in full force and effect.

7. **REVOCATION**. I understand that I may revoke this waiver at any time as long I provide notice of revocation in writing to a GEAUX Pink 5K coordinator, at which time my participation in the GEAUX Pink 5K will immediately end.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

_____	_____	_____
Participant's Signature	Participant's Printed Name	Date