



Jensen's Heart of Gold Foundation  
Cool Kids Running for Cancer



### WAIVER AND RELEASE AND ASSUMPTION OF RISK

In consideration of Jensen's Heart of Gold Fun Run, I agree that is I engage in running or walking, physical exercise or activity or use of any facility on the premises, I do so at my own risk. This includes, without limitation, my use of any sidewalks, and trails I agree to release and discharge Jensen's Heart of Gold, City of Gulf Shores and any of their officers, directors, volunteers, agents, co-participants from any and all liability whatsoever for injuries or damages which may result from slipping or tripping and falling due to a dangerous condition of the property, improper maintenance of the premises or equipment, inadequate security, inadequate supervision, and/or improper or negligent instruction. I fully understand that if any medical treatment is provided to me, with or without my consent, such treatment will be first aid type treatment, and I waive any and all claims or causes of action arising from or based upon the provision of such treatment, including claims or causes of action based upon negligent provision of such treatment. By participating in or attending any activity in connection with Jensen's Heart of Gold, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same. I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a release of liability. I am waiving any right that I may have to bring legal action to assert a claim against us for our negligence. This waiver and release is intended to be interpreted as broadly and all encompassing as permissible under Alabama Law.

In addition to the foregoing, I agree that if I engage in any martial arts training, physical exercise or activity or use of any facility on the premises, I do so at my own risk. I understand that participation in this activity carries with certain risks, including but not limited to the risk of personal injury, and fully assume that risk on my own behalf and on the behalf of my heirs, assigns, and or agents. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risks of injury including, without limitation injuries or damages which may result from slipping or tripping and falling due to a dangerous condition of the property, improper maintenance of premises or equipment, inadequate security, in adequate supervision, and/or improper negligent instruction. I hereby release Jensen's Heart of Gold, City of Gulf Shores, and any of their officers, directors, volunteers, agents, and co-participants from any duty of reasonable care to protect me from injury or damage. This assumption of risk is intended to be interpreted as broadly and all encompassing as permissible under Alabama law.