

FALMOUTH WALK FOR HISTORY GENERAL RELEASE FORM

ALL PARTICIPANTS IN THE FALMOUTH HISTORY WALK (the "Walk) ARE REQUIRED TO ASSUME ALL RISKS OF PARTICIPATION BY ACCEPTING THIS GENERAL RELEASE AGREEMENT.

I represent that I am in good health and in proper physical condition and state of mind to participate in the Walk and accept sole responsibility for my own well-being, conduct, and actions while participating in the Walk and the well-being, conduct and actions of any minors that accompany me during the Walk. I agree to abide by the decision of any Walk official or public safety officer relative to my ability to safely complete the Walk, further acknowledging that I assume all risk associated with the Walk and am solely responsible for knowing whether I should withdraw from the Walk at any time due to weather, health or wellness considerations.

Having read this waiver and knowing these facts, I hereby expressly assume all risks of participating in the Walk and any pre- or post-Walk activities for both myself and for any minors that may accompany me. Further, for myself and for my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, I hereby waive and release and agree to indemnify, defend and hold harmless Museums on the Green, Inc., the Town of Falmouth, Massachusetts, and all of their sponsors, directors, officers, employees, agents, representatives and successors (collectively and individually, as the context may require, the "Released Parties") from and against any and all claims, causes of action, damages, or liabilities of any kind or nature whatsoever arising out of my participation in the Walk and any pre- and post-Walk activities, even though such claim, cause of action or liability may arise in whole or in part out of negligence or carelessness on the part of the Released Parties.

I grant to Museums on the Green and its sponsors and licensees the exclusive right to the free use of my image, name, my voice, and/or my picture or recording in any broadcast, telecast, advertising, promotion or other account of the Walk. I acknowledge that my entry fee is non-refundable, including if the race is cancelled. I agree I will not chargeback or dispute the relevant credit card transaction. Issuance of a Walk number is a license, only, revocable in the discretion of the Walk in the event of my violation of any law or any Walk policy, including disruption of the Walk, or my failure to follow directions given by public safety officials or Walk officials.

By proceeding with this event registration, I agree that the terms of this Registration Agreement shall apply equally to me and to any third parties for whom you are acting as agent. I represent and warrant that if I am registering a child under eighteen (18) years of age I am the parent or legal guardian of such child. Further, in consideration of the entry of any child under the age of eighteen (18), I, as the parent or legal guardian of the entrant, agree to all the conditions hereof on behalf of the entrant, intending them to be bound fully by the terms hereof, and agreeing to the above on my own behalf, according to the terms stated herein.