

LIABILITY WAIVER

(CTMM SPRING 5K WALK / RUN EVENT – May 11th, 2024)

ASSUMPTION OF RISKS, RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. READ THOROUGHLY BEFORE YOU SIGN.

To: Connecticut Maharashtra Mandal, and its members, directors, officers, employees, contractors, agents, instructors, volunteers and assigns (collectively, "CTMM"):

In consideration for My, My Spouse or My child or My parent(s) or ward's participation in CTMM's SPRING 5K Walk/Run (the "Activity/es"), and on behalf of Myself, My heirs, executors, successors, assigns, guardians, trustees, and whomever may have or acquire any interest in any claim arising from participation in the Activities, including but not limited to My child or ward or any minors (collectively defined herein as "I / My / Myself / Me"), I agree to the following terms:

1. **Disclosure of Common Risks:** The following are some, but not all, of the risks, hazards and dangers that participants in the Activities may be exposed to: collision accidents or equipment malfunction or breakage; physical injury; aggravation of existing injury or condition; slip, trip or fall including without limitation due to weather conditions such as ice or snow accumulation; uneven or unsafe terrain; drowning; adverse weather conditions; traffic; contact with animals, insects, plants and allergens; interaction with other people including in crowded public areas; and loss, theft or damage of My personal property. Further, I understand that by participating in the Activities, I may be exposed to the novel Coronavirus/COVID-19. CTMM makes no representations or claims as to the condition or safety of the land, structures, or surroundings, whether or not owned, leased, operated or maintained by CTMM.

I have read and I understand the Disclosure of Common Risks section. I understand that this list is not exhaustive and that I may be exposed to other risks, hazards, and dangers: **INITIAL** RVS

2. **Assumption of Risks:** I understand that participation in the Activities comes with certain risks, hazards, and dangers, including but not limited to those described above, and as a result I may suffer serious injury, or even death, from such risks or from over-exertion, exhaustion, medical emergency, negligence on the part of other participants in the Activities, and NEGLIGENCE ON THE PART OF CTMM, INCLUDING THE FAILURE ON THE PART OF CTMM TO SAFEGUARD OR PROTECT ME AND OTHERS FROM THE RISKS, HAZARDS AND DANGERS OF THE ACTIVITIES.

I have read and I understand the Assumption of Risks section. I agree that My participation in the Activities is **ENTIRELY AT MY OWN RISK.** **INITIAL** RVS

3. **Release of Liability and Waiver of Claims:** I hereby waive all claims that I have or may have in the future against CTMM, and I release CTMM from all liability for any loss, damage, expense, or injury including death that I may suffer as a result of My participation in the Activities due to any cause whatever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, OR IN RESPECT TO CTMM'S PROVISION OF OR FAILURE TO PROVIDE ANY WARNINGS, DIRECTIONS OR INSTRUCTIONS OR DUE IN ANY WAY TO THE RISKS, HAZARDS AND DANGERS OF PARTICIPATION IN THE ACTIVITIES.

I have read and I understand the Release of Liability and Waiver of Claims section. I understand that I am **giving up legal rights** that I and My child or ward might otherwise have against CTMM. **INITIAL** RVS

4. **Indemnity: I hereby indemnify and save harmless CTMM from all liability**, including without limitation, for any injury, death, damage or expense, to any person or property, howsoever arising, resulting from My participation in the Activities.

I have read and I understand the Indemnity section. I understand that I am potentially incurring significant legal and financial obligations to CTMM. INITIAL RVS

5. **Medical Consent and Authorization:** I give consent and authorization for CTMM to secure and provide appropriate and timely first aid treatment to Me, My minor children/wards in case of medical emergency.

Read and Understood: INITIAL RVS

7. **Pre-existing Conditions:** I understand it is My responsibility to consult with an appropriate medical practitioner prior to My participation in the Activities. I will not hold CTMM responsible for any injuries / loss that I may suffer during my participation in this event.

Read and Understood: INITIAL RVS

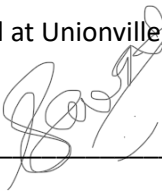
8. **COVID-19 Declaration:** I certify that I/My Minor children/wards: (a) have not travelled outside of USA in the past 14 days; (b) have not had close contact with a person who tested positive for COVID-19; (c) am not experiencing any of the following symptoms: cough, fever, shortness of breath, runny nose, or sore throat, nor a worsening of any such pre-existing illness or health condition; and (d) have not been legally required to self-isolate in the past 14 days. If at any time the above statements become untrue, I represent and warrant to CTMM that I will refrain from participating in the Activities, and I will follow CT's COVID-19 guidelines. Read and Understood: INITIAL RVS

9. I am not relying on any oral or written representation or statements made by CTMM with respect to the safety of Activities, other than what is set forth in this Agreement. I acknowledge that CTMM has not offered or provided any legal advice about the contents of this Agreement and that I had ample opportunity to review the Agreement in detail prior to engaging in this CTMM activity.

Read and Understood: INITIAL RVS

I have read and I understand this Agreement, and I am freely signing it.

Signed at Unionville, CT this 11th day of May, 2024.



Your Signature

_____ Ruta V. Sawant _____

Your Full Name

_____ 05/10/2024 _____

Date Signed

Name of other participants whom you represent	Relation to the signer	Age	Gender
Vinay A. Sawant	Husband	47	Male
Divyanka V. Sawant	Daughter	11	Female