

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of being permitted to participate in **SHORE TO HELP'S ANNUAL MONMOUTH BEACH CHARITY TURKEY BOWL** (the "Event(s)") to be held on Thursday, November \_\_\_\_\_, 2023 the named participant(s) below hereby agrees:

1. I fully understand and acknowledge that:
  - (a) There are risks and dangers associated with participation in the Event which could result in bodily injury, partial and/or total disability, paralysis and death.
  - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasee(s) named below.
  - (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
2. I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasee(s) named below.
3. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **SHORE TO HELP**, including its members, trustees, officers, in their official capacity and/or individually; and, his/her agents, assigns, employees, representatives; and, any and all other persons, firms, whatsoever, FROM ALL LIABILITY TO THE UNDERSIGNED, my personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE(S) OR OTHERWISE.
4. I HEREBY acknowledge that these activities are potentially dangerous and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUND OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE.
5. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey in which the Event(s) is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

6. The undersigned hereby executes this Waiver and Release. If, despite this release, I and/or my personal representatives, assigns, executors, heirs, and next of kin make(s) a claim against any of the Releasee(s), I/they shall will reimburse the Releasee(s) for any money which they have paid to the participant, or on his/her behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Telephone Number of Participant: \_\_\_\_\_

SHORE TO HELP

Received by: \_\_\_\_\_