

Heart Walk Release with Publicity Consent

HEART WALK (the "Event") includes risks such as increased physical exertion, increased heart rate, muscle pain and strain, increased body temperature, falls, contact with other participants, pulled or torn muscles, and other conditions. In consideration of being allowed to participate in this Event, I hereby expressly assume all risks, including personal injury and death, arising in any way out of my participation in the Event and any related activities and services offered at the Event in which I voluntarily participate.

I understand and agree that:

It is my responsibility to dress appropriately. I am physically fit and able to participate in this Event and the related activities and services, and I agree to stop and request assistance if I experience any symptoms such as, but not limited to, dizziness, excessive fatigue, shortness of breath, pain or any other conditions that would make it difficult or unsafe to continue.

I agree, for myself, my heirs, executors and administrators, to not sue and to release, indemnify and hold harmless, the American Heart Association, Inc., its affiliates, officers, directors, volunteers and employees, and all sponsoring businesses and organizations and their agents and employees (collectively "AHA"), from any and all liability, claims, demands and causes of action whatsoever, arising directly or indirectly out of my participation in this Event and related activities and services -- whether it results from the negligence of any of the above or from any other cause.

I authorize the use, copyright, or publication of my name, image, or voice from participating in the Event and related activities, as may be captured by photograph or recording in any medium for promotional purposes related to AHA's mission and this Event, including illustration, promotion, or advertisement. As a condition of participation, I grant AHA a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, and create a derivative work from, as previously mentioned above, including display on the AHA website, without any attribution or compensation, with the goal to promote and support the AHA mission. Examples of promotion and mission related activities include, but are not limited to social media, media relations, consumer relations, donor relations, and storytelling.

I agree that AHA may use and share personal information about me that I give AHA and that AHA collects through its websites, apps, social media sites, devices, as well as the information about me that AHA combines with that collected by others.

AHA uses and shares my personal information to fulfill AHA's mission to be a relentless force for a world of longer healthier lives, to notify me of donor opportunities and offer me products and services, to provide me with products or services that I request, and to improve AHA's programs and websites.

I can learn more about how AHA uses, shares, and protects my personal information by reading the AHA Privacy Policy at www.heart.org/Privacy.

If I am registering a child under the age of 18 or an incapacitated adult I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this Event registration. By registering a child under 13, I agree and consent to the collection of that child's information which I provide for the purposes of registration.

This agreement is meant to be as broad and inclusive as permitted by the State in which the Event is conducted. If any portion of it is invalid, the balance will continue in full force and effect.

BY SIGNING, I ADMIT THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS CONSENT AND RELEASE AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE AHA.

FOR ANY PARTICIPANT UNDER THE AGE OF 18, A PARENT OR GUARDIAN MUST AGREE TO THE BELOW:

I am the legal guardian of Participant, and I hereby consent to his/her participation. I have read the foregoing consent, and I hereby agree to its terms on behalf of myself and Participant.

Your Name (print)

If You are Signing for a Minor: Minor's Name (print)

Your Signature

Date