

**The Heights Foundation/The Heights Center
Poker Run Waiver, October 3, 2020**

IN CONSIDERATION of being permitted to participate voluntarily in the 2020 Run The River Poker Run Event. Herein defined as including but not limited to, Run The River Poker Run event area's, concessions, sponsors, poker run stops, and other areas where any activity related to the Event, or to officiate, observe, work for, or any purpose participating in the Event, each of the Undersigned, for himself and personal representatives assigns, heirs, and next of kin, agrees, and on the direct representation that the Undersigned has, or will immediately inspect such areas, constitute an acknowledgement that the Undersigned inspected areas and that it is safe and reasonably suited for the Event for which this Waiver and Release applies and further agrees and warrants that if at any time the Undersigned is in or about the event areas and feels anything to be unsafe, the Undersigned will immediately advise the OFFICIALS of such and will leave such areas.

The Run The River Poker Run is an event founded to benefit a non-profit organization, The Heights Foundation/The Heights Center. All proceeds benefit programs at The Heights Center. Payments made to participate in the poker run go towards the donation to The Heights Foundation/The Heights Center.

HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE The Heights Foundation/The Heights Center it's officers, officials, drivers, volunteers, promoters, advertisers, owners, and lessees of PREMISES used to conduct the Event, agencies of government which control essential land and water sites, -financiers and -firms which render essential service gratis, and each of them, their officers and employees, all for purposes herein referred to as RELEASEES, from all liability to the Undersigned, and the Undersigned's personal representatives, assigns, heirs, and next of kin for all loss or damage, and any claim or demands, therefore, on account of injury to the person or property or resulting in the death of the Undersigned, whether caused by the negligence of RELEASEES or otherwise while the Undersigned is in or upon the EVENT AREAS, and or officiating in, observing, working for, or for any purpose participating in the Event.

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Event Areas, or in any way or officiating in, observing, working for, or for any purpose participating in the Event, and whether caused by the negligence of RELEASEES or otherwise: and

HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of RELEASEES or otherwise while in or upon the Event Areas, and/or officiating in, observing, working for, or for any purpose participating in the Event.

THE PARENTS AND/OR GUARDIAN OF MINOR CHILDREN participating in the Event and/or engaged in activities around, during or near the Event agrees to indemnify and save and hold harmless, the releases and each of them from any loss, liability, damage, cost and attorney's fees they may incur due to the presence of the parent and/or guardian or the minor in any part of the Event. While participating in the Event and were caused by negligence of the releases or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the minor.

INSURANCE ACKNOWLEDGES & AGREES THAT BOAT OWNER HAS CURRENT INSURANCE

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the Event are possibly dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that this Waiver and Release of Liability and Indemnity Agreement extends to all acts of negligence by the RELEASEES,

INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as permitted by the law of the state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance notwithstanding, shall continue in full legal force and effect.

THE UNDERSIGNED FURTHER ACKNOWLEDGES that the Poker Run Event is not a race and that speed in no way determines the outcome of the Poker Run Event and hereby agrees to abide by any and all rules, directives, terms and conditions of the Poker Run Event as set forth by any of the organizers and/or committee officials, either verbally or in writing, before or during the Poker Run Event.

IT IS FURTHER UNDERSTOOD that The Heights Foundation/The Heights Center, their affiliates, sponsors and organizers uphold a Zero tolerance policy for the consumption of any Drugs or Alcohol during this Event. No alcohol in boats while boats are being operated. Each driver agrees that they will not have consumed alcohol nor taken any illegal nor mind or reflex altering substances 6 (SIX) hours before this Event and will not consume either while operating the boat. Use of such can and will result in immediate disqualification.

COVID 19 INFORMATION - Stay home if you have tested positive for COVID-19 or are showing COVID-19 symptoms. Stay home and monitor your health if you have had a close contact with a person who has symptoms of COVID-19 within the past 14 days. Wash hands frequently for at least 20 seconds. If soap and water are not readily available, please use hand sanitizer that contains at least 60% alcohol and rub hands until dry. Cover your mouth and nose with a tissue when coughing and sneezing. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds. We discourage handshakes, fist bumps, and high-fives. Please wear a mask when physical distancing is difficult e.g., when moving within a crowd).

Captains Name (Please Print) _____

Captains Signature _____

Boat Make/Model/ Name (Please Print) _____

Passengers: **In order to participate every passenger must sign waiver.**

Passenger 1 Name (Please Print) _____

Passenger 1 Signature _____

Passenger 2 Name (Please Print) _____

Passenger 2 Signature _____

Passenger 3 Name (Please Print) _____

Passenger 3 Signature _____

Passenger 4 Name (Please Print) _____

Passenger 4 Signature _____

Passenger 5 Name (Please Print) _____

Passenger 5 Signature _____

Passenger 6 Name (Please Print) _____

Passenger 6 Signature _____

Passenger 7 Name (Please Print) _____

Passenger 7 Signature _____

Passenger 8 Name (Please Print) _____

Passenger 8 Signature _____