

**WAIVER AND RELEASE OF LIABILITY
NAAEE Virtual 5K Challenge – Spring 2025**



In consideration of the opportunity for me or my minor child to participate in a virtual 5K event scheduled for May 14–June 18, 2025 (the “Event”) provided by North American Association for Environmental Education, any lessors and owners of premises used to conduct the Event, and their respective officers, employees, representatives, volunteers, contractors, and agents (“Releasees”), I, the undersigned adult or parent/guardian, intending to be legally bound do **hereby forever waive, release and hold harmless** the Releasees from any and all liability, damage, loss, expense or injury that may arise, directly or indirectly, now or in the future, regardless of whether caused by the fault or negligence of the Releasees, in connection with my or my child’s participation in the Event. I understand this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full force and effect. This release and waiver shall extend to and be binding on me and my estate, heirs, executors, administrators, and personal representatives, and if signing on behalf of my minor child, also upon my child’s estate, heirs, executors, administrators and personal representatives.

ASSUMPTION OF RISK: I know that I will be participating in an Event that is organized as a virtual activity where I voluntarily elect to run, bike, walk, swim, paddle, or move in any other way on my own, at a date and time of my choosing, in a location and route of my choosing, which will not have any support or security measures in place by the Releasees. I know that participating in the Event is a potentially hazardous activity. I agree to accept and assume sole responsibility for all known and unknown risks of loss, personal injury, illness, or death associated with such participation, including, but not limited to: falls; contact with other participants, persons, or vehicles; the effects of weather, traffic, trail and course conditions; and distractions from mobile or other electronic devices. I acknowledge that it is my responsibility to understand the risks and determine whether I and/or my child am fit and sufficiently trained to safely participate in the Event.

PUBLICITY RELEASE: I irrevocably grant permission to the Releasees to use, publish or license or authorize others to use, publish or license any photographs, video or sound recordings, or any other record of my or my child’s participation in the Events (“Recordings”) or to use any Recordings that I supply to the Releasees through the fundraising platform and other means, in any and all media (now known and hereafter devised) and territories, for any purpose without compensation. I waive all rights of inspection or approval regarding the Recordings.

NO REFUND POLICY: I agree and acknowledge all entry fees for the Event, including donations, are non-refundable, non-deferable, and non-transferable for any reason, including if the Event is postponed or cancelled or if I or my child am unable or unavailable to participate. I agree and acknowledge the Releasees reserve the right to change the details (such as the date, start time, course, and distance) of the Event for any reason without prior notice, and I waive and release any claims that I may have as a result of any such change. I understand that my or my child’s participation in the Event is completely voluntary and permitted at the Releasees’ sole discretion, and the right to participate in the Event may be revoked, and in such case the Releasees shall have no obligation to me for any expenses incurred for my planned participation. I have read and understand the rules of the Event.

By registering for the Event, I, the undersigned adult or parent/guardian, being 18 years of age or older, confirm I have read and understood this release and waiver and enter into it on behalf of myself and if applicable my child, in consideration of the opportunity to participate in the Event. I EXPRESSLY AGREE THAT THIS WAIVER/RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY APPLICABLE LAW.