



**Waiver and Release of Liability** The IDEAL School of Manhattan (the “School”) is hosting “5K The IDEAL Way,” a 1-mile or 5K race taking place on Saturday, November 4, 2023, from 9-11:30 AM at 5 Hanover Square and the surrounding neighborhood which will be open to all members of the public. Subject to the signing of this Waiver and Release of Liability, attendees of 5K The IDEAL Way, including any participating children – whether a student of the School or not (the “Attendees”) will be able to participate in the 5K race and other activities (the “Activities”).

I, as an Attendee, agree to the following:

I recognize that participating in the Activities has risks, including, but not limited to: illness, spread of and exposure to communicable disease, physical exertion, falls, collisions with other Attendees, physical injury (including, without limitation, strains, sprains, fractures, and tears), risks associated with interacting with other Attendees, property damage, and even death. I agree to assume all risks to my and/or my child(ren)’s person and property in connection with our participation in the Activities. I acknowledge that my child(ren) and I are voluntarily participating in the Activities. I understand that the School is not an insurer of any Attendee’s health or safety. I understand that the School will provide no supervision of Attendees in connection with the Activities. I understand and agree that the School may terminate any Attendee’s participation in the Activities for any reason at the discretion of the School. I acknowledge and agree that Attendees are responsible for any property damage or injury to others that results from participation in the Activities.

As a condition of the School permitting my child(ren) and I to participate in the Activities, I, on behalf of myself, my spouse, my children, my agents, successors, assigns, heirs, and executors, hereby release and forever discharge the School, the City of New York, and each of their respective agents, trustees, officers, and employees (the “Released Parties”), for any and all demands, claims, damages, actions, and causes of action pertaining to or arising out of participating in the Activities, including but not limited to, claims for negligence, personal injury, breach of contract, breach of warranty, property damage, illness or death, except in the event of gross negligence or willful misconduct by the Released Parties. I also hereby agree to indemnify and hold harmless the Released Parties from any loss or liability whatsoever, including reasonable attorneys’ fees, caused by any act or omission, direct or indirect, by me and/or my child(ren) in connection with participating in the Activities.

I expressly agree that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of New York and that this Waiver and Release of Liability shall be governed by and interpreted in accordance with the laws of New York. I agree that any disputes shall be litigated in the courts of New York.

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

Signature of Participant (18+) or Parent/Guardian: \_\_\_\_\_

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