

Waiver and Release of Liability

Mountain Area Health Education Center (MAHEC) provides an opportunity for individuals to walk with a doctor on the MAHEC campus located at 121 Hendersonville Rd, Asheville, NC. The doctor may begin the walk with a brief discussion on a current wellness topic and then participants spend the rest of the hour enjoying a healthy walk and conversation.

If you wish to participate, you must read and agree to the following statements:

- Walking with a doctor on the MAHEC campus is designed to provide general wellness information and moderate physical exercise in a group setting. I represent that I am in adequate physical condition to participate and that I have consulted my doctor or other health care provider as to any concerns I have regarding my ability to participate safely.
- I understand that MAHEC cannot guarantee my safety while participating in the walk. I understand that participation in the walk exposes me to certain risks, including the possibility of serious injury, illness or death, from, but not limited to: (i) traffic, falls and other hazards of walking in different settings, contact with animals, exposure to hazardous weather conditions, (ii) the possibility of walk or weather related injury, and (iii) exposure to communicable diseases (e.g., COVID-19) even if enhanced safety protocols are put into place. I hereby acknowledge and knowingly and voluntarily assume these risks.
- I understand that any wellness or health related information is being given in a public venue for general knowledge and is not intended to replace a personal consultation with my doctor or health care provider. I will consult my doctor or health care provider as to any personal health concerns.
- I understand that it is my responsibility to protect my property while on the MAHEC campus and that MAHEC cannot be responsible for any damage to or loss of such property.
- I have read and carefully understand this waiver.

In consideration for MAHEC providing me the opportunity to walk with a doctor on its campus, to the fullest extent permitted by law, I, for myself, my heirs, executors, administrators, successors, and assigns (collectively, "I"), release, waive, and hold harmless MAHEC from any and all liability, claims, demands, damages, costs, actions and causes of action with respect to death, injury, illness, loss of work, or property damage, however caused, arising out of or attributable to my walking with a doctor on MAHEC's campus, including claims of negligence. I covenant not to make or bring any such claim against MAHEC and forever release and discharge MAHEC from liability under such claims. If I violate this covenant, I shall pay all costs and fees, including attorney's fees, that MAEC incurs arising out my violation of this covenant.

- If this agreement is executed by the parent or legal guardian for and on behalf of a minor participant named below, the parent or legal guardian signing hereby warrants and represents that he/she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon the minor participant, his/her heirs, personal representatives, successors, and assigns; and the parent or legal guardian signing further agrees that this Agreement shall also be as fully binding on him/her as if it were entered into solely on his/her own behalf.

Participant's Signature, or Guardian's Signature if Participant is under the Age of 18.