



**NYBG 5K Fun Run**  
Participant Waiver

**Please note that completion of the waiver is required for individual participation in the NYBG 5K Fun Run.**

I, having attained the age of 18 or with the consent of a parent, have requested permission to participate in **NYBG 5K Fun Run** (the “Event”) hosted by the New York Botanical Garden (“NYBG”) in The Bronx (“City”) at the New York Botanical Garden in The Bronx on Sunday, September 21, 2025.

Participants are encouraged to participate in the Event at their own pace which may include running, jogging, speed walking, or just strolling along Garden pathways. I am aware that participating in the Event is a potentially hazardous activity and contains some inherent risks of injury, illness, death and loss of property. I confirm and acknowledge that I have read and understand the Event information posted on the New York Botanical Garden’s 5k Fun Run page located at [www.nybg.org](http://www.nybg.org). I confirm that I fully understand the nature of the activities involved in the Event and recognize, accept and assume all risks, known or unknown, associated with such activities whether or not specified herein.

I further understand that NYBG activities and my activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of NYBG, its directors, officers, employees and agents, other volunteers, and others present at NYBG program sites. These risks may arise from: risks inherent in outdoor landscapes, performance platforms and public places, including risks of falling, tripping, or other physical hazards. As between myself and NYBG, I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at NYBG program sites or participation in NYBG activities, regardless of the cause.

In consideration for my participation in the Event, I waive and release any and all claims against: NYBG, the City of New York, and their respective directors, officers, agents, employees, volunteers and affiliates (collectively, the “Released Parties”), for any liability, loss, damages, claims, expenses and attorneys’ fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at the Event or participation in NYBG activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

I agree not to enter or participate in the Event unless I am medically able and properly trained. I agree to abide by all safety directives of NYBG personnel and affiliated staff relating to my ability to safely complete the Event. I authorize and give my consent to NYBG to secure from any accredited hospital, clinic, physician or certified responder any treatment deemed necessary for my immediate care. I give my full permission for such first aid as deemed necessary to be provided to me on the premises of NYBG prior to transport to a hospital for any further treatment. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

I understand and agree that photographs and audiovisual recordings may be taken by NYBG, the City and Event sponsors during the Event. I hereby irrevocably grant to each of the foregoing the right to



record my likeness and voice while I am participating in the Event and to use my likeness and voice in all media worldwide in perpetuity, without remuneration, for NYBG's institutional, educational and promotional purposes and for purposes of promoting the Event and publicizing any sponsor's support of or role in the Event.

This Assumption of Risks Agreement, Release and Waiver will be governed by the laws of the State of New York, without regard to New York's choice-of-law rules. This Assumption of Risks Agreement, Release and Waiver shall be binding upon my heirs, next of kin, executors, administrators and assigns. In assuming these risks and signing this Assumption of Risks Agreement, Release and Waiver, I am acting freely and entirely upon my own initiative, risk and responsibility. If I have registered for a person other than myself, I attest that I have legal authority to agree to this Assumption of Risks Agreement, Release and Waiver on such person's behalf (such as in the case of a parent or legal guardian signing on behalf of a minor).

In order to participate in the Event, I understand that I must agree to the terms and conditions of this Assumption of Risks Agreement, Release and Waiver, and by entering the Event I hereby do so agree.

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[ ☐ ] In checking this box, I confirm that I am over the age of 18 and I understand and agree to the terms and conditions of this Assumption of Risks Agreement, Release and Waiver, and by entering the Event I hereby do so agree.

[ ☐ ] In checking this box, I confirm that I am the guardian of a Youth Participant (Ages 13 – 17) and that I understand and agree to the terms and conditions of this Assumption of Risks Agreement, Release and Waiver, and by entering the Event I hereby do so agree.