

PARTICIPANT RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PHOTO/VIDEO RELEASE

**Approximately One-Mile Walk at Sunset Memorial Gardens & Mausoleum
3250 Versailles Rd., Frankfort, KY 40601**

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS LEGAL RIGHTS.

This Participant Release, Waiver of Liability, Assumption of Risk, Indemnity, and Photo/Video Release (the “Release”) is executed by the undersigned participant, or by the participant’s parent or legal guardian if the participant is under 18 years of age (collectively, “Participant”), in favor of Stonemor Inc. d/b/a Everstory Partners (“Everstory Partners”) and each of its affiliated organizations, and each of their respective directors, officers, trustees, employees, volunteers, contractors, agents, successors, and assigns (collectively, the “Released Parties”).

Participant desires to attend, enter the property for, and/or participate in an approximately one-mile recreational walk and related activities at **Sunset Memorial Gardens & Mausoleum, 3250 Versailles Rd., Frankfort, Kentucky 40601** (collectively, the “Event Activities”). Pets are welcome at the event but are not required for participation. Event Activities may include walking, standing, observing, volunteering, accompanying or handling a pet, and otherwise participating in activities associated with the event.

Release and Waiver

Participant, on behalf of Participant and Participant’s heirs, assigns, next of kin, personal representatives, and legal representatives, releases and forever discharges the Released Parties from any and all liability, claims, demands, causes of action, losses, costs, expenses, damages, bodily injury, personal injury, illness, death, property damage, animal injury, animal illness, or animal death arising out of or in any way related to Participant’s attendance at or participation in the Event Activities, including claims arising wholly or in part from the negligence, acts, or omissions of a Released Party, any other participant, volunteer, visitor, or animal, to the fullest extent permitted by applicable law.

Assumption of Risk

Participant understands and acknowledges that participation in the Event Activities involves known and unknown risks. These risks include, without limitation:

- walking or standing on cemetery, memorial park, landscaped, or other event grounds;
- uneven, slippery, wet, grassy, paved, gravel, or landscaped surfaces;
- headstones, markers, monuments, curbs, stairs, slopes, depressions, holes, and other natural or man-made conditions;
- maintenance equipment, parked or moving vehicles, and interactions with employees, volunteers, visitors, members of the public, and other participants;
- weather conditions, including heat, sun exposure, humidity, rain, storms, and sudden changes in weather;
- dehydration, overheating, heat exhaustion, heat-related illness, fatigue, dizziness, falls, and other conditions associated with walking or physical activity outdoors;
- insects, plants, allergens, and other environmental conditions; and
- if Participant elects to bring or handle a pet, animal bites, scratches, lunging, pulling, tripping, leash entanglement, animal-to-animal interactions, escaped animals, illness, and unpredictable animal behavior.

Participant voluntarily and expressly assumes all risks of injury, illness, death, loss, expense, and property damage associated with the Event Activities, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by law.

If Participant brings or handles a pet, Participant additionally assumes the risks associated with the animal and accepts responsibility for maintaining reasonable control of the animal during the Event Activities.

Fitness to Participate; Heat and Hydration

Participant represents that Participant is physically able and sufficiently fit to safely participate in an approximately one-mile walk and is not aware of any physical or medical condition that would make participation unsafe.

Participant understands that the walk may occur during warm or hot outdoor conditions. Although water and electrolytes are expected to be available at the event, Participant understands that these measures cannot eliminate the risks associated with heat, humidity, sun exposure, dehydration, or physical exertion.

Participant is responsible for taking reasonable precautions for Participant's own health and safety, including hydrating appropriately before, during, and after the Event Activities; wearing weather-appropriate clothing and appropriate walking footwear; using sun protection as appropriate; monitoring Participant's physical condition; resting or discontinuing participation if needed; and seeking medical assistance when appropriate.

Participant understands that Participant should not begin or continue the walk if Participant feels ill, dizzy, faint, overheated, dehydrated, unusually fatigued, or otherwise unable to participate safely.

Prohibited Devices and Equipment

For the safety of participants, guests, employees, volunteers, and animals, bicycles, scooters, skateboards, roller skates, rollerblades, hoverboards, motorized recreational devices, and similar wheeled or motorized devices are not permitted as part of the walk.

Strollers are permitted. Mobility devices reasonably required by an individual with a disability are also permitted, subject to applicable law and reasonable safety requirements.

Participant agrees to comply with event rules, posted instructions, and reasonable directions given by event organizers, employees, or volunteers concerning the safe conduct of the Event Activities.

Pets

Pets are welcome but are not required to participate in the Event Activities. A Participant who brings or handles an animal is responsible for the animal's supervision, behavior, care, and control throughout the event.

Participant understands that animals may react unpredictably to other animals, unfamiliar people, crowds, weather, noise, vehicles, or surroundings. Participant agrees to take reasonable steps to maintain control of any animal Participant brings or handles and to comply with applicable laws and event rules concerning animals.

Participant accepts responsibility for injury, damage, or loss caused by an animal Participant brings to or handles during the Event Activities, subject to applicable law.

Indemnification

To the fullest extent permitted by applicable law, Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to Participant's conduct, Participant's breach of this Release, or the acts or omissions of an animal Participant brings to or handles at the event, including claims asserted by another participant, visitor, volunteer, employee, contractor, or other third party.

Photo, Video, and Audio Release

Participant grants the Released Parties permission to photograph, film, record, publish, display, reproduce, edit, and otherwise use Participant's name, image, likeness, voice, and participation in the Event Activities, in any media, for promotional, educational, archival, social media, internal, or other lawful purposes, without compensation.

Participant understands that this photo, video, and audio release is a condition of participation in the Event Activities.

Electronic Signature and Online Acceptance

Participant agrees that this Release may be accepted electronically through an online registration process. By checking a required acceptance box, typing Participant's name, clicking "I Agree," "Register," "Submit," or a similar button, or otherwise electronically accepting this Release, Participant intends to sign this Release electronically and agrees that the electronic acceptance has the same effect as a handwritten signature.

Participant consents to receive and retain this Release electronically and may request a paper copy from the event organizer.

Kentucky Law; Jurisdiction; Severability

This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict-of-laws principles.

To the fullest extent permitted by law, any dispute arising out of or relating to this Release or the Event Activities shall be brought in a court of competent jurisdiction in Kentucky.

If any provision of this Release is determined to be invalid, unlawful, or unenforceable, that provision shall be severed or limited to the minimum extent necessary, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Acknowledgment

Participant confirms that Participant has read this Release, understands its terms, has had the opportunity to ask questions, and is signing or accepting it voluntarily.

Participant acknowledges that participation in the Event Activities is voluntary, understands the risks associated with the approximately one-mile walk and related activities, and understands that by signing or accepting this Release, Participant is giving up substantial legal rights to the fullest extent permitted by applicable law.

Signature and Acceptance

Participant name (print): _____

Participant signature: _____

Date: _____

If Participant is under 18:

Parent/Legal Guardian name (print): _____

Parent/Legal Guardian signature: _____

Date: _____