

## **Adrenaline Sports & Fitness Halloween 5k Agreement and Liability Waiver**

The activity for which you are registering may be physically challenging and may pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the 5K without undue risk to your health or your life. We do not conduct health or fitness checks on entrants. You represent and warrant that you are in good physical condition, and are able to safely participate in the 5k, and have no medical condition that would make your participation in the 5k more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this agreement and waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is you assume liability for any and all medical expenses incurred as a result of your participation in the 5k.

Where you have registered or entered on behalf of anyone under the age of 18, you also agree to the contents of this agreement and waiver on behalf of the person under 18.

You agree to observe and obey all posted rules and warnings, to follow any instructions and directions provided to you by Adrenaline Sports and Fitness and to abide by any decision of any event official relative to your ability to safely participate in the 5k. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the 5k and to obey all applicable laws while participating in the 5k.

Event officials may dismiss you without refund, should your behavior, in the opinion of the event organizer, endanger the safety of or negatively affect the 5k. You understand and agree that you are responsible for taking care of your own personal belongings and to the maximum extent permitted by law, neither Adrenaline Sports and Fitness nor the event organizer is responsible for any personal item or property that is lost damaged or stolen at the 5k.

You understand and agree that the event organizer reserves the right to cancel the 5k in the event of weather, accidents, or for any reason that would affect the safety and security of the 5k participants and/or spectators or the feasibility of the 5k to be held. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment unless authorized and paid by the event organizer. You agree to hold harmless from any liability, claim, demand, cause of action, damage, loss, or expense of any kind or nature, related to any cancellation or disruption of the 5k.

You agree to indemnify, defend, and hold harmless Adrenaline Sports and Fitness and all other persons associated with the event from all liabilities arising out of or in any way connected with (A) Your participation in the event, including without limitation any liability caused by

negligence (including any negligent rescue attempt), the action or inaction of Adrenaline Sports and Fitness, (B) your use of Adrenaline Sports and Fitness, or (C) any violation by you of any terms of this agreement and waiver.

Disclaimer of warranties – you expressly agree the use of Adrenaline Sports and Fitness’ services is at your sole risk. The services are provided on an “as is” and “as available” basis. Adrenaline Sports and Fitness makes no warranty that Adrenaline Sports and Fitness’ sites will be uninterrupted, secure, or error free. Adrenaline Sports and Fitness expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. Adrenaline Sports and Fitness does not guarantee the accuracy or completeness of any information on, or provided in connection with, the Adrenaline Sports and Fitness sites. Adrenaline Sports and Fitness is not responsible for any errors or omissions, or for the results obtained from the use of such information.

Use of likeness – You hereby irrevocably grant Adrenaline Sports and Fitness and the event organizer permission to record your voice and photograph you in conjunction with the event. You understand and agree that the term “photograph” is used herein encompasses both still photographs and video recordings. You further grant Adrenaline Sports and Fitness and the event organizer permission to use your likeness taken in conjunction with the event, in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any legitimate purpose including, without limitation, any commercial purpose, without compensation to you.

Acceptance – By indicating your acceptance of this agreement and waiver, you are affirming that you have read this agreement and waiver and fully understand its terms. You understand that you and all registered parties are giving up substantial rights, including the right to sue. You acknowledge that you are agreeing to this agreement and waiver freely and voluntarily, and intend by your acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law. If the participant is a minor or incapacitated adult, you certify that you are the participant’s parent or guardian and agree to this waiver and release from liability on behalf of the participant.

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Participant Signature

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Date