

Liability Waiver

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Running Club Name: Run 4 Miles - Crosstrainers

Event Location(s): Various Locations in Puyallup, WA

Event Date(s): 08/07/2022 – 10/08/2022

I agree that I am a member of Run 4 Miles – Crosstrainers (hereinafter “the club”), and I know that running in and volunteering for organized group runs, social events, and races associated with the club are potentially hazardous activities, which could cause injury or death. I will not participate in any club organized events, group training runs or social events, unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform all activities associated with the club and am in good health, and I am properly trained. I agree to abide by all rules established by the club , including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the club and agree to abide by them. I assume all risks associated with being a member of the club and participating in all club activities, which may include, but are not limited to: falls, physical contact with other participants/members, volunteers, race personnel, contract service providers, employees, and spectators, including the potential the contraction of a communicable disease resulting from contact with other participants/members, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain. I further agree to abide by the Center for Disease Control’s (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC’s guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me.

I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, and personal music players are highly discouraged in club organized runs or events, and I will abide by all rules of the club.

Having read this waiver and knowing these facts, and in consideration of your accepting my membership, I, for myself and anyone entitled to act on my behalf, waive and release Run 4 Miles – Crosstrainers, Team Jacoby LLC, and the Road Runners Club of America, all club sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in the club activities, even though that liability may arise out of negligence or carelessness on the part of the persons or organizations named

in this waiver. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in any activities associate with the club. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in any club activities, and personally assume this risk.

I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record of the club for any legitimate purposes.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

Revised 08/2022