

## Waiver for Chamblee Fun Mud Run

RunSignUp Waiver: In consideration of you accepting this entry, I, the participant, intending to be legally bound and hereby waive or release any and all right and claims for damages or injuries that I may have against the Event Director, RunSignup.com, and all of their agents assisting with the event, sponsors and their representatives and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees. I also authorize the use of photographs or videos that include my image for promotional, informational, or other reasons deemed to be in the best interest of the event.

I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that my physical condition has been verified by a licensed Medical Doctor. By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above waiver.

2018 Chamblee Fun Mud Run Participant Waiver, Photography Release & Race Bag Check Release:

For and in consideration of being allowed to participate in the Event defined herein, I hereby affirm and agree for myself and on behalf of any minor participants for whom I am responsible:

I am a participant over the age of 18 and/or the parent/guardian of the minor participant(s) ("Minor Participant(s)") who is being registered in the 2018 Chamblee Fun Mud Run (hereinafter the "Event") which is being hosted and sponsored by the City of Chamblee, the Chamblee Parks and Recreation Department, DeKalb County, the DeKalb County Board of Education, DeKalb County Fire & Rescue, the Chamblee Middle School Education Foundation, Chamblee Middle School, the Chamblee Police Department, Ed Voyles Automotive, and/or other Event Sponsors, who, together with their employees, agents, officers, directors, representatives, assigns and volunteers, shall hereinafter be defined as the "Event Sponsors." I have read and fully understand the important information, warning of risk, assumption of risk and waiver and release of all claims arising out of or relating to the Event and represent that I am legally authorized to make this agreement for myself and on behalf of the Minor Participant(s), and representations and agreements herein are made on behalf of myself and the Minor Participant, if any, and our respective heirs, assigns, personal representatives or agents. I, understand that by entering the Event, I and/or my minor participate am agreeing to participate in a potentially hazardous activity, and that the Event will present obstacles involving running, jumping, climbing, stepping, and other similar physical activities while being encumbered by mud, water or muddy water and surrounded by other participants in potentially close proximity. I agree not to participate or to allow the Minor Participant to participate unless medically and physically able.

I/we will not consume alcohol or ingest any medicines or substances that will inhibit my/our mental or physical ability to safely and effectively participate in the Event. I/we agree to abide by any decision of an Event official relative to having the ability to safely complete the race; however, I am solely responsible for determining if I or the Minor Participant is physically fit or skilled for Event and understand that is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I acknowledge that the Event officials and sponsors seek to make the Event safe, but are not responsible for determining whether I or the Minor Participant(s) are able to participate safely. We agree to abide by all safety rules and Event instructions, but recognize and assume the inherent risks of injury in choosing to participate in recreational activities like the Event and the risks arising should another participant fail to participate safely or abide by Event rules.

I/we assume all risks associated with participating in the Event, but not limited to, falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of obstacles or premises, the effects of the weather, including high heat or humidity, and any other injuries, damages or losses, regardless of severity that I or the Minor Participant(s) may sustain as a result of participating in the Event, all such risks being known and appreciated by me.

I/we agree that the Event Sponsors nor anyone volunteering at the Event ("Event Volunteers"), are not responsible for any personal items or property that are lost or stolen at the Event and that I/we assume the risk of loss, damage or theft of any personal items that I/we bring to the event. I/we understand and agree that if the Event Sponsors provide a free bag check location for storage and keeping of personal items during the Event, that I/we use the bag check location at my/our own risk and accept the risk of loss or damage to personal items stored therein and hereby waive and release the Event Sponsors and Event Volunteers from any claims arising out of the loss of, or damage to, such items except for claims arising from the gross negligence or intentional misconduct of the Event Sponsors or an Event Volunteer. I/we also understand and agree that any personal items tendered are subject to search by the Event Sponsors or Event

Volunteers, and in the event illegal, hazardous, dangerous or suspicious items are found, such items may be seized, discarded or turned over to the authorities, as deemed appropriate by the Event Sponsors.

I/we consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release 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. I/we understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the race.

I/we for myself or on behalf of my minor child, grant permission to the Event Sponsors to make and use any photographs, motion pictures, recordings or any other record of this Event (including any including my image or that of the Minor Participant) for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all such photographs, motion pictures, recordings or other records of the event are the sole property of the Event Sponsor or Event Sponsors.

I/we understand that all entries are final with no refunds. The official Event directors reserve the right to postpone the Event in the case of an emergency, disaster, inclement weather or other occurrences that, in the sole discretion of the Event directors make proceeding unsafe, and in the event of cancellation or change there is no refund of entry fees. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws, Event rules or instructions by Event officials or volunteers. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. Event officials or directors may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind. I/we agree to indemnify the Event Sponsors from any and all third party claims caused in whole or in part by my own actions, whether intentional, negligent or accidental, provided, however that nothing herein shall require indemnification for the damages caused by the sole negligence or intentional conduct of any indemnified party.

I, for myself or on behalf of the Minor Participant(s), further agree to waive, release, relinquish and hold harmless the Event Sponsors and each and all of them, from and against liability, damages, losses, claims or causes of action of whatever sort of nature whether contractual or for injuries, illness, expenses or losses, that I or the Minor Participant(s) have or may have or that or that accrue to me or any of us arising out of or relating to the Event or to participation in the Event and any pre- or post-Event activities whether known or unknown and however and whenever arising.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims and understand its effect on the legal rights of myself and the Minor Participants. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature and shall act as evidencing agreement on my behalf and on behalf of any registered Minor Participant.

PARTICIPATION MAY BE DENIED, if the signature of an adult participant or parent/guardian and date are not signed at the time and place of the race, but participation, to the full extent allowed by law, shall be deemed an agreement to the provisions set forth herein.