

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement for Alamo 13.1 and 6.2/3.1 Donut Dash (Please Read Carefully)

BIB# _____

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental rigors associated with running, and realize that running events are inherently dangerous and represent an extreme test of a persons physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (Risks). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: purpose. Race Events , City of San Antonio, San Antonio River Authority, University of the Incarnate Word, Michael and Janelle Hennessey, Ironman for Kids, Five19 Productions, Redemption Race Production, Organizers and Promoters, Race Directors, Sponsors, Advertisers, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the Released Parties or Event Organizers), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (Liability) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature 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.

PLEASE INITIAL AND SIGN BELOW:

____ I have read, understood and accept the waiver and release above. My submission of this form shall act as my legal signature.

____ I hereby represent and warrant that I have full legal authority and power to complete this event registration for myself and/or any other party I am registering. Furthermore, I represent and warrant that I have full legal authority to act on behalf of all registered parties and bind them under the terms and conditions set forth in this waiver and release.

____ I certify that I am eighteen (18) years of age or older. If registering a child under eighteen (18) years of age, I certify that I am the parent or legal guardian of such child in compliance with COPPA. If registering an incapacitated and/or mentally challenged person, I certify that I am the parent or legal guardian of such person.

Bib#: _____

Printed Name: _____

Signature: _____