

ASSUMPTION OF RISK and RELEASE of LIABILITY

In consideration of the ___EVENT ORGANIZER___, organizers of the ___EVENT___, accepting my entry in this virtual running event, I, the below undersigned, intending to be legally bound, for myself, my heirs, my executors and administrators, agree as follows:

I acknowledge that this waiver is in addition to the waiver that I executed on my registration for the cancelled event and that the previously executed waiver remains in force.

As a condition of my participation in this virtual running event I assume all risk of personal injury, death, or property loss resulting from any cause whatsoever including but not limited to the negligence, breach of contract, or breach of statute, on the part of the ___EVENT ORGANIZER___, ___SPONSORS___ and their respective affiliates, employees, volunteers, organizers, contractors, associates, representatives, sponsors, successors and assigns (collectively the ___EVENT ORGANIZER___).

I agree that the ___EVENT ORGANIZER___ shall not be liable for any such personal injury, death, property loss or other damage as a result of my participation in this virtual running event and I release the ___EVENT ORGANIZER___ and waive all rights and claims with respect thereto.

I agree not to sue the ___EVENT ORGANIZER___ for any loss, injury, costs or damages of any form or types, howsoever caused or arising, and whether directly or indirectly from my participation in the Event.

I agree to indemnify and to save and hold harmless the ___EVENT ORGANIZER___, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them, or any of them, as a result of my participation in the Event whether the claim is based on the negligence or gross negligence of the ___EVENT ORGANIZER___ or otherwise.

I acknowledge the following:

- **The ___EVENT ORGANIZER___ has not designated a start or finish site for this virtual event and discourages you from running the previously set course or on the previously scheduled date for the cancelled event;**
- The ___EVENT ORGANIZER___ has not defined a specific route that must be covered;
- No prizes will be awarded post event based on results posted by ___RUN DATA COLLECTOR___;
- There will be no medical services provided to any runner;
- I will hydrate sufficiently prior to the run and hydrate regularly during the run;
- No support services, namely hydration/electrolyte replacement/energy supplements and artificial cooling methods (sponges, misting stations) will be provided in any fashion;
- Each participant will complete the virtual run based on personal preference and capability (pace, cadence, aerobic threshold);
- Each participant is responsible for continuously monitoring exertion during the virtual run and the manner in which medical attention is sought;

I pledge to do the following in support of my participation in this virtual event:

- Practice social distancing practices during all phases of my participation and follow all directions of the provincial and federal governments and public health officers;

- Exercise generally accepted movement as pedestrians when running on streets and roadways; run facing traffic where sidewalks do not exist; utilize pathways; cross streets at traffic lights, crosswalks and will refrain from jaywalking;

- Carry a cell phone or other personal communication device during the virtual run but shall not use such device during the virtual run in such a way as to distract from the environment;

I attest that I will participate in this event that I am physically fit and sufficiently trained for the completion of this event. Furthermore, by submitting any photo or other materials (**Materials**) to the _____EVENT ORGANIZER_____ in connection with this event, I agree that any Materials submitted (i) are original to me and that I have obtained all necessary rights to the Materials for the purposes of submitting such Materials and (ii) do not contain any reference or likeness of any identifiable third parties, unless consent has been obtained from all such individuals. In addition, by submitting Materials, I hereby grant the _____EVENT ORGANIZER_____ the irrevocable and perpetual right to use my name and the Materials in whole or in part in any media and manner, including the Internet and social media, for advertising and promotion of the event or any other lawful purpose, and (ii) waive all moral rights in and to the Materials in favour of the _____EVENT ORGANIZER_____.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Participant

Date

Printed Name of Participant

FOR PARTICIPANTS OF MINOR AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

ACKNOWLEDGMENT BY PARENT/GUARDIAN

I am the parent/guardian of the minor child/ward (hereinafter“Minor Child”) identified above having full legal responsibility for decisions regarding my Minor Child; and

I'm familiar with and accept, on behalf of myself and my Minor Child that there is the risk of serious injury and death in participation of running and in competitive running in particular; and

I have satisfied myself and believe that my Minor Child is physically, emotionally and mentally able to participate in the Event; and

I understand, and will instruct my Minor Child, that all applicable rules for participation in the Event must be followed and that at all times the sole responsibility for personal safety of my Minor Child remains with myself and my Minor Child.

I have read this Acknowledgment, Assumption of Risk and Release of Liability thoroughly and I understand all of the terms. I, on behalf of myself and my Minor Child, agree to be bound by all the terms of this Acknowledgement, Assumption of Risk and Release of Liability agreement in connection with my Minor Child's participation in the Event. If, despite this agreement, I, or anyone on the minor's behalf, makes a claim for Liability against the ___EVENT ORGANIZER___, or any one of them, I will indemnify, defend and hold harmless each of the from any such Liability which any may be incurred as the result of such claim as a result of my participation in the Event whether the claim is based on the negligence or gross negligence of the ___EVENT ORGANIZER___ or otherwise.

Parent/Guardian printed name_____

Parent/Guardian signature_____

Dated: