

ATHLETE'S ASSUMPTION OF RISK, WAIVER, RELEASE, HOLD
HARMLESS & COVENANT NOT TO SUE ("Waiver"):

IT IS IMPORTANT THAT YOU READ THIS WAIVER. THIS WAIVER AFFECTS YOUR LEGAL RIGHTS AND INCLUDES A RELEASE OF LIABILITY AND RELEASE OF YOUR RIGHT TO SUE. SEEK ADVICE OF AN ATTORNEY IF YOU ARE UNSURE AS TO ITS EFFECTS.

For and in consideration of the Rankin Running Club ("RRC"), which is owned by HēLē Marketing, LLC, allowing me, the undersigned, to participate in this event (the "Event"), I, intending to be legally bound, hereby, for myself, my family, my heirs, executors, administrators and anyone entitled to act on my behalf, fully and forever waive, release, discharge, hold harmless and covenant not to sue the Released Parties (defined below) from any and all liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expenses (including court costs and attorneys' fees) ("Loss") of any kind whether foreseen or unforeseen, known or unknown, (including but not limited to death, injury or property damage of any kind and nature whatsoever) which may arise out of, result from or relate in any way to my participation in this Event or Event-related activities, even though that Loss may arise in whole or part out of the negligent or careless actions or omissions of the Released Parties, so long as such actions or omissions of such Released Parties do not constitute gross negligence or willful misconduct. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for a Loss against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Loss which may be incurred by it as the result of such claim, except to the extent such Loss was caused by the gross negligence or willful misconduct of such Released Party.

The "Released Parties" means RRC, Road Runners Club of America, Incorporated; all cities, counties, states, other political subdivisions, property owners, property lessees, property operators and all others at or on whose facility, venue or property the Event, segments of the Event or Event-related activities (including but not limited to expos, registration, packet pickups, practice runs and social events) are held; all promoting, sponsoring and co-sponsoring entities and persons related to the Event and Event-related activities; RRC committee persons; RRC Event, race, meet and program directors, Event personnel & volunteers; any and all municipal and other political agencies whose property and/or personnel are used or in any way assist; together with all owners, members, directors, officers, managers, agents, employees, contractors, representatives, affiliates, successors and assigns of each of the foregoing.

I understand and acknowledge that participation in athletic events is a potentially hazardous activity. I hereby assume all risks of loss(es), damage(s), injury(ies), or even death that may be sustained while participating in this Event and Event-related activities which include, but are not limited to, falls, contact with other participants, animals and natural & man-made objects, effects of weather (including high heat and/or humidity, cold, snow and ice), traffic and other road hazards and conditions, damage to equipment/property, broken bones, disability and death, all such risks being known and appreciated by me. I am fully aware of the risks and hazards inherent in participating in the Event and Event-related activities and hereby elect to voluntarily participate understanding those risks. I represent and warrant that I am in good physical condition and that I am properly trained to participate in the Event and Event-related activities. I also represent and warrant that (a) I do not have any condition or diseases that would make my participation dangerous or ill-advised and (b) I have consulted with my physician prior to participation. I am responsible for my own safety and well-being at all times and under all circumstances, however, I shall abide by any decision of the Event's medical official(s) relative to my ability to safely continue or complete the Event or Event-related activities. I hereby grant to the Event's medical official(s) access to all medical records (and physicians) as needed and authorize medical treatment as needed, however, I do have the right to refuse medical care provided by the Event's medical officials. I assume responsibility for and shall pay any and all medical & emergency expenses (including, but not limited to, ambulance transport, hospital stays, physician and pharmaceutical goods and services) in the event of an

accident, illness or other incapacity incurred as a result of training for or participating in the Event or Event-related activities regardless of whether I have authorized such expenses.

I acknowledge and agree that I am not entitled to a refund, exchange, transfer or rollover for any reason should I become unable to participate in the Event or if the Event is delayed, suspended or cancelled due to weather or any other reason. I further acknowledge and agree that RRC may, for any reason and in its sole discretion, regulate, suspend or revoke my participation in the Event or delay, suspend or cancel the Event. I will promptly abide by any and all decisions and directions of RRC, Event officials and emergency personnel including immediately ceasing participation in the Event if directed to do so. Further, I agree and acknowledge that I am personally responsible for seeking shelter in the case of inclement weather regardless of being informed to do so by RRC, Event officials or emergency personnel.

I understand that the use of headphones and other personal music devices is strongly discouraged at RRC events and that RRC encourages a headphone-free environment for the safety of all participants during RRC events. I understand that no skateboards, roller skates, roller blades, in-line skates, baby strollers or joggers, dogs or other animals (except for service animals) are allowed on the course and, unless I receive prior written authorization from the executive director of RRC, I will comply and abide by these and all other rules and regulations established for the Event.

Further, I hereby grant to RRC and its directors, employees, contractors and agents full permission to and hereby authorized by them to use my name, likeness, biographical information and athletic performance and to take and use any photographs, digital images, renderings videotapes, video or audio recording, or any other record of me participating in this Event or Event-related activities for any purpose at any time without compensation.

The validity, interpretation and legal effect of this Waiver shall be governed by the laws of the State of Mississippi. Any action regarding the Event will be brought in Mississippi courts (state or federal) sitting in Rankin County and not elsewhere. If any provision of this Waiver is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Waiver will remain in full force and effect.

Parent or Guardian waiver for participants who are minor: I represent that I have full legal authority as a parent or a natural or legal guardian of the minor participant to bind the minor participant to this Waiver. If the participant is a minor, then I, for myself, and on behalf of the minor participant, and the minor's parent/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to the following: (a) this Waiver is made both on my behalf and the behalf of the minor participant, (b) all the releases, waivers, promises, assumptions of risk and other terms herein are binding on myself and the minor participant, (c) I grant permission for the minor participant to participate in the Event and any Event-related activities, (d) I fully and forever waive, release, discharge, hold harmless and covenant not to sue the Released Parties for any Loss, to the same extent as set forth above, caused in whole or part by the minor participant's participation in the Event or Event-related activities even though that Loss may arise in whole or part out of the negligent or careless actions or omissions of the Released Parties, so long as such actions or omissions of such Released Parties do not constitute gross negligence or willful misconduct, and (e) if the minor participant or anyone on the minor participant's behalf makes a claim for a Loss against any of the Released Parties, I agree to save and hold harmless, defend and indemnify each of the Released Parties from any such Loss whatsoever which may be incurred by or imposed upon said Released Parties as a result of the claim (except to the extent such Loss was caused by the gross negligence or willful misconduct of such Released Party) or because of any defect in or lack of capacity to act and release the Released Parties on behalf of the minor.

I warrant that I (or my parent, natural guardian or legal guardian, if I am under the age of 18) am of legal age and competent to enter into this Waiver.

I also acknowledge and agree to all Terms & Conditions for RRC on its website, available at www.RankinRunningClub.com/terms

IMPORTANT: DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

I HAVE READ AND UNDERSTAND THIS WAIVER IN ITS ENTIRETY AND INTENTIONALLY AND VOLUNTARILY SIGN IT.

Participant Name

Date

Participant Signature

Parent or Guardian Signature (if Participant is under 18)