

# Hedrick Gardner Parade Mile – April 11, 2015

## Downtown Wilmington

### PARTICIPANT WAIVER, RELEASE OF LIABILITY AGREEMENT

#### COVENANT NOT TO SUE & IMAGE RELEASE

In consideration of allowing me, the undersigned, to participate in any way in the above referenced HEDRICK GARDNER PARADE MILE, race(s), related events and/or activities (collectively referred to as the "Event"), I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, knowingly and voluntarily enter into this Participant Waiver and Release of Liability Agreement. I, the undersigned, acknowledge, covenant and agree that:

1. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running events is inherently dangerous and entails known and unanticipated risks. I am aware of the risks associated with traveling to and from as well as participating in the Event and its related activities, which may include, but are not limited to the following: physical injury; emotional injury; sickness and disease; permanent disability; paralysis; heart attack; death; damage to myself, to equipment/property, or to third parties; contact with other participants, spectators, animals; exposure to extreme conditions; dangers arising from adverse weather conditions including rapid weather changes; heat exhaustion; sunburn; dehydration; imperfect course conditions; land, water, and surface hazards; contact with natural or manmade objects; equipment failure; animal bites and/or stings; contact with poisonous plants; consumption of food or drink; my own physical condition and the condition associated with this activity; situations beyond the control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I understand that these outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Event location. Nonetheless, I assume all related risks and responsibilities, both known or unknown to me, of my participation in the Event, including travel to, from during the Event for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event and its activities.

2. I hereby release, forever discharge, agree to indemnify and hold harmless the following parties: Hackman Events LLC, its members, staff, employees; the Event Directors; Volunteers, Organizers and Promoters; Sponsors; Advertisers; the Host Organization; the Host Facility; Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event (collectively the "Releasees"); and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers, with response to any claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Event or Releasees incurs any of these types of expenses, I agree to reimburse them.

3. I attest and verify that, unless otherwise indicated, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event. I agree that it is my sole responsibility to determine whether I am physically fit and sufficiently trained to participate in the Event. I understand that I am responsible for my own safety and well being at all times and under all circumstances while at the Event. I knowingly and freely assume and accept all of the risks existing in this activity. I agree that my participation in all activities associated with the Event is entirely voluntary.

4. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify the Event and its Releasees from any and all liability or claims arising out of such treatment. I agree to be financially responsible for any costs incurred for first aid, medical care or treatment.

5. I grant unlimited permission for the Event and Releasees to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recording, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, agree to be bound by the terms and conditions, acknowledge that I will be giving up substantial legal rights by signing this Agreement, acknowledge that I have signed this Agreement freely and voluntarily without any inducement, and intend for my signature to serve as a confirmation of my complete acceptance of terms, conditions and provision of this Agreement. If any provision of this Agreement is held to be unlawful, void, or unenforceable, the remaining document shall remain in effect.