

By my signature below, I hereby assume any and all risks associated with participating in events including, but not limited to, camps, clinics, and other athletic training and racing on this day and all future dates (henceforth included in "Athletic Activities") through or involving Schuylkill River Runners Parties, including contact with or effects of other participants/clients. I indemnify and hold harmless Max Kasten, Paul Myers and Schuylkill River Runners Parties from any and all claims made or liabilities assessed against them as a result of (i) my actions, inactions, or negligence, (ii) the actions, inactions, or negligence of other participants/clients, (iii) the actions, inactions, or negligence of the Schuylkill River Runners Parties and others hereby indemnified, (iv) the conditions of the facilities, equipment, or areas where the Athletic Activities are being conducted, and (v) any other harm caused by an occurrence related to Athletic Activities through or involving Max Kasten, Paul Myers and, the Schuylkill River Runners Parties.

Athletic Activities are strenuous activities which are beyond the capability of most people, and may cause minor, severe, and/or permanent injuries or death to those people that are not in sufficient physical fitness, training and/or experience. I have made my own determination as to whether or not I am able to safely participate in Athletic Activities. I recognize that Max Kasten, Paul Myers and, Schuylkill River Runners including but not limited to all sponsors/coaches/volunteers/ vendors/affiliates/personnel, as well as any other party included in the definition of "Schuylkill River Runners Parties", have not evaluated my ability to participate in Athletic Activities. I also recognize that any advice dispensed by or through such parties may not be appropriate for me, and it is my responsibility to make this determination. I acknowledge that Athletic Activities are an extreme test of a person's physical and mental limits and carry with them, regardless of physical fitness or experience, the potential for death, serious illness such as Covid 19 or any other infectious disease injury and property loss. I hereby assume the risks of participating in Athletic Activities. I certify that my level of physical fitness is appropriate to participate in the Athletic Activities of today's events, which I am voluntarily undertaking. I certify that I have sufficiently trained or prepared for the Athletic Activities which I am undertaking and I certify I am not currently running a fever, have not knowingly been exposed to the Corona virus or Covid 19, and that I have not been advised against participation in such activity by a qualified health care professional.

I understand that the entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the Schuylkill River Runners Parties to use any photographs, videotapes, motion pictures, website images, recordings, results, or any other records of this event.

I, for myself, my past, present and future agents, attorneys, representatives, predecessors, successors, assigns, heirs and executors, do hereby waive, release and discharge Schuylkill River Runners Parties, its past, present and future officers, directors, agents (including any individual giving a presentation, advice or information in conjunction with the Athletic Activities), attorneys, parents, subsidiaries, predecessors, successors, volunteers, affiliates, assigns, sponsors, partners, joint ventures, independent contractors, coaches, representatives and any clients of Schuylkill River Runners Parties other than myself (insofar labeled as the "Schuylkill River Runners Parties") from any and all matter of liability, claims for damages, causes of action, suits, proceedings, compensation, attorneys' fees, costs and expenses of suits, claims and demands whatsoever, which may arise in the future from my participation in Athletic Activities through or involving Schuylkill River Runners Parties, including, but not limited to, any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical, transportation, or hospital bills, theft or damage of any kind, including economic losses, which may in the future arise out of or relate to my participation in or traveling to and from Athletic Activities through or involving Schuylkill River Runners Parties. I acknowledge that runs on roads or paths (whether paved, off-road or otherwise) conditions, hazards, wildlife, or hidden objects present during Athletic Activities, and hereby assume the risk related thereto of participating in Athletic Activities through or involving Schuylkill River Runners Parties.

I hereby assume any and all other risks associated with participating in Athletic Activities through or involving Schuylkill River Runners Parties, including contact with or effects of other participants/clients and effects of weather including cold, heat, humidity I understand that the running portions of the Athletic Activities could be on state, county, and local roads and will not be closed to vehicular traffic. I also understand that I must obey all race staff commands, traffic laws, and yield to vehicular traffic.

I agree not to sue any of the Max Kasten, Paul Myers and, Schuylkill River Runners Parties for any and all claims made or liabilities assessed against them as discharged herein. I indemnify and hold harmless Max Kasten, Paul Myers and, Schuylkill River Runners Parties from any and all claims made or liabilities assessed against them as a result of (i) my actions, inactions or negligence, (ii) the actions, inactions or negligence of the Schuylkill River Runners Parties and others hereby indemnified (iii) the conditions of the facilities, equipment or areas where the Athletic Activities are being conducted and (iv) any other harm caused by an occurrence related to Athletic Activities through or involving Max Kasten, Paul Myers and, the Schuylkill River Runners Parties.

All matters contained within this waiver shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania. I understand that Max Kasten Paul Myers and other representatives shall have the right at their discretion to take my temperature at any time before, during or after the event and to maintain appropriate social distancing and take appropriate other steps to avoid the spread of the Corona virus. enforce established rules of conduct and/or terminate individual's participation for failure to maintain these standards, or for actions or conduct detrimental to or incompatible with the welfare, comfort, or interest of the group and its program. I understand and agree that once said program has begun, no refunds are provided for said participants; unless, program is cancelled by Township or organization sponsoring program.

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.

I hereby affirm that I am eighteen (18) years of age or older, I have read this document and I understand its contents.

Participant Printed Name: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth (month/day/full year): \_\_\_\_\_ Email address: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_ Number \_\_\_\_\_

**Parental Consent:** Parent/Legal Guardian consent is required if the participant is less than 18 years of age. If you are registering a child under the age of 18, or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to you as the parent/legal guardian, the participant (minor less than 18 years of age), and all Schuylkill River Runners Parties. By registering a child under 18, you agree and consent to the collection of that child's information which you provide for the purposes of registration. I hereby accept and agree to all of the terms and conditions of this General Waiver and Release on behalf of myself and the minor in connection with the minor's participation in today's Athletic Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Schuylkill River Runners Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

Parent/Legal Guardian Printed Name: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

