

## ADVANCE WAIVER & RELEASE

*(PLEASE READ THIS IN ITS ENTIRETY. BY SIGNING AND PARTICIPATING IN THE EVENT, YOU ARE WAIVING SUBSTANTIAL RIGHTS)*

In consideration of accepting this entry into the Reindeer Run (the "Event") or volunteering for the Event, I, the participant/volunteer, intending to be legally bound, do hereby waive and forever release any and all right and claims for damages or injuries that I may have against the Event Director (Pregnancy Center of Owensboro, Inc. d/b/a Care Net Owensboro, a not-for-profit corporation), RunSignUp.com, and all of the agents assisting with the event, sponsors and their representatives, volunteers, employees, and directors of each of the foregoing (collectively, the "Releasees") for any and all injuries to me or my personal property, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIONS, OMISSIONS, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE RELEASEES. This waiver and release includes all injuries, illnesses, and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this waiver and release is binding on my heirs, executors, administrators, or assignees.

I know that running a road race is a potentially hazardous activity with inherent risks. I should not enter and run unless I am medically able to do so and properly trained. I assume all risks associated with running in this Event including, but not limited to: falls, contact with other participants/volunteers, the effects of weather, traffic, and course conditions (including, without limitations, holes on the course), and death resulting from any of the foregoing, and waive any and all claims which I might have based on any of those and other risks typically or not typically found in running a road race. I further know that COVID-19 is highly contagious and easily transmitted through the air and by other means, including on surfaces and by infected persons not otherwise experiencing symptoms, and that by participating in or volunteering for this event, I have chosen to expose myself to a number of participants, volunteers, observers, and the Releasees, among others, any one or more of whom may have COVID-19 and who may be contagious. I acknowledge all such risks are known and understood by me, including the risk that I may be exposed to COVID-19 before, during, or after this Event. I further acknowledge that such risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants/volunteers, or the Releasees, adverse conditions (including weather), or the negligence or gross negligence of any of the foregoing persons. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY PARTICIPATION IN OR VOLUNTEERING FOR THE EVENT, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE. I agree to abide by all decisions of any race official relative to my ability to safely complete the Event or to participate as a volunteer therein. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director or other Releasees to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

By executing this waiver and release, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the this waiver and release, which expressly includes a waiver of all claims against the Releasees, including for claims alleged to have been caused by the negligence or gross negligence of the Releasees. I acknowledge and agree that this waiver and release is intended to be, and that it is, a complete release of any responsibility of the Releasees for any and all personal injuries, illnesses (including COVID-19-related illnesses), temporary or permanent disability, death, and/or property damage sustained by me during, or in any manner connected with or relating to, the Event.

I agree, for myself and my heirs and legal representatives, not to sue the Releasees or initiate or assist in the prosecution of any claim for damages or cause of action against the Releasees that I or my heirs or legal representatives may have as a result of any personal injury, death, or property damage I may sustain that arises out of or relates to the Event. I further agree to defend, indemnify, and hold harmless Releasees from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life, or damage to

property sustained by reason of or arising out of my involvement in the Event, whether caused by the negligence or gross negligence of the Releasees or otherwise. I acknowledge that the Releasees have no duty to supervise the activities of any participant or spectator or any other person at the Event.

This waiver and release will be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this waiver and release must be brought exclusively in any state or federal court located in Daviess County, Kentucky.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This waiver and release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise.

### COVID-19 HEALTH ASSESSMENT

*(ALL PARTICIPANTS/VOLUNTEERS MUST COMPLETE THE FOLLOWING HEALTH RISK ASSESSMENT BEFORE ATTENDING THE EVENT.)*

In the past 24 hours, have you experienced:

Fever (felt feverish or above 100.1F)? ..... YES / NO

New or worsening cough? ..... YES / NO

Chills? ..... YES / NO

New loss of taste or smell? ..... YES / NO

Shortness of breath or difficulty breathing?..... YES / NO

Body aches? ..... YES / NO

Has anyone in your immediate family recently tested positive for Covid-19? ..... YES / NO

Have you been in direct contact with someone who has recently tested positive for Covid-19?..... YES / NO

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I HAVE COMPLETED THE COVID-19 HEALTH ASSESSMENT AND AGREE NOT TO ATTEND THE EVENT IF EXPERIENCING SYMPTOMS ON RACE DAY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT AND THAT I AM NOT OBLIGATED TO PARTICIPATE IN OR VOLUNTEER FOR THE EVENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

**Participant/Volunteer Signature:** \_\_\_\_\_

**Printed Name of Participant/Volunteer:** \_\_\_\_\_

**Signature of Parent/Guardian (if participant/volunteer under 18):** \_\_\_\_\_

**Date:** \_\_\_\_\_