



America's Run for the Fallen

One Mission – One Team – One Tribute, April 7 – August 5, 2018

Terms of Participation

RUNNER AND CREW WAIVER AND RELEASE OF LIABILITY AND IMAGE RELEASE (PLEASE READ CAREFULLY AND THOROUGHLY)

I agree that any and all representations made and releases, waivers covenants, consents and permissions given by me hereunder are given on behalf of me and any and all of my minor children or persons over whom I have guardianship participating in or attending the America's Run for the Fallen.

WAIVER AND RELEASE OF LIABILITY

I understand that the America's Run for the Fallen is a potentially hazardous activity, and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in the America's Run for the Fallen or while on the America's Run for the Fallen premises (collectively referred to herein as "my participation").

I understand that during my participation, I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during my participation that could result in serious injury or death. My participation is voluntary with knowledge of all such risks.

In consideration for being permitted to participate in the America's Run for the Fallen, I hereby agree to assume all risks and to release, hold harmless and covenant not to sue the America's Run for The Fallen, Honor and Remember, Inc., Honor and Remember of America's, or any sponsors, officials, volunteers, participating clubs, communities, organizations, friends of America's Run for the Fallen, members of the medical team, and all other government or public entities in any way associated with the America's Run for the Fallen, including, but not limited to, the Department of Transportation, all affiliated organizations of the foregoing, and all of the above-listed entities' respective directors, officers, agents, employees and members, and all other persons or entities associated with the America's Run for the Fallen (collectively, "the releasees"), for any claim, loss or liability that I may have arising out of my participation or any fund raising or other activities associated with my participation, including but not limited to, personal injury, death or property damage suffered by me or others, whether such losses, liabilities, or claims be caused by falls, contact with and/or the actions of other participants, contact with fixed or non-fixed objects, contact with animals, conditions of the America's Run for the Fallen premises, my physical condition or medications or supplements, negligence or carelessness of the releasees, or any other occurrences, circumstances or risks, whether known or not known to me, or any of the releasees, or foreseeable or not foreseeable at this time, or otherwise.

I intend by this Waiver and Release of Liability to release in advance, and to waive my rights with respect to, and to discharge all of the releasees from, all claims, losses or liabilities for death, bodily injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation, even though such claims, losses or liabilities may arise from negligence or carelessness on the part of the releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release of Liability is binding on my heirs, assigns and legal representatives.

I represent and affirm my understanding that the America's Run for the Fallen will involve strenuous physical exertion over a period of several days, and that I am physically capable of completing the event. I understand that it is recommended that I discuss my participation with my primary health care provider. If I am aware of or under treatment for any physical infirmity, ailment or illness, I represent and affirm that I have discussed the event and my participation with my medical care provider(s) familiar with such condition and he/she has approved my participation.

I represent and affirm that I will maintain personal health insurance at all time during my participation. I acknowledge and agree that I, and I alone, am responsible for my personal health and safety, and the personal property I bring with me during and in connection with my participation.

I will read the America's Run for the Fallen description and rules for my participation and I will abide by all rules and regulations established by the America's Run for the Fallen organizers and personnel as well as the local vehicle code. I further agree that my participation is subject to the sole discretion of the America's Run for the Fallen event organizers and officials, and that my participation may be prohibited or terminated for any reason any of them may deem appropriate.

In the event of injury, accident or illness during my participation, I consent to receive, and authorize the America's Run for the Fallen organizers, medical team, officials, volunteers, participants and spectators to administer, such first aid, medical care and/or medical treatment as they in their sole discretion may deem necessary or advisable, and I agree that their doing so will not invalidate or otherwise effect the foregoing waivers and releases of liability.

If I am a volunteer, I understand that the America's Run for the Fallen consists of a variety of activities to prepare for and support the America's Run for the Fallen. These activities include working outdoors and may include lifting of heavy objects.

I understand that the America's Run for the Fallen organizers and Honor and Remember, Inc. reserve the right, in their sole discretion, to refuse registration and/or participation to anyone for any reason at any time before and during the America's Run for the Fallen.

IMAGE RELEASE

I understand that my name, picture, voice, or likeness, and information related to my participation in the America's Run for the Fallen (e.g., participant number, team name), whether the foregoing is captured by photograph, videotape, audiotape or any other recording (collectively "image"), may be used for all promotional purposes related to the America's Run for the Fallen, Honor and Remember, Inc. and their respective successors and assigns, sponsors, licensees, affiliates, and employees (collectively "grantees"). I hereby grant to the grantees the irrevocable, perpetual and worldwide right to (i) use my image in promotional materials or for any other legitimate purpose, (ii) create composite or computer-manipulated materials from my image, (iii) use, reproduce, publish, exhibit, distribute, and transmit my image in any media, including but not limited to print material, television, film, internet, DVD, and CD-ROM, and (iv) assign the above rights to third parties. I understand that I will receive no compensation in connection with the use of my image. I release the grantees from any liability, damages, or claims resulting from the use of my image, including but not limited to claims for libel or invasion of privacy. I understand and agree that the terms of this paragraph are binding on my heirs, assigns, and legal representatives.

In the event any provision of this Waiver and Release of Liability and Image Release is deemed unenforceable by law, (i) the America's Run for the Fallen or Honor and Remember, Inc. shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Waiver and Release of Liability and Image Release shall remain in full force and effect.

I have carefully read this Waiver and Release of Liability and Image Release, fully understand its contents and agree to all statements of understanding set forth above. I hereby represent and warrant that all information that I supply in connection with my participation in this Waiver and Release of Liability and Image Release or otherwise, is accurate and truthful, and I understand that the America's Run for the Fallen and Honor and Remember, Inc. are relying (and the other releasees are entitled to rely) upon this Waiver and Release of Liability and Image Release and the representations made herein as a condition of my participation. I am aware that by signing this Waiver and Release of Liability and Image Release, I am waiving substantial legal rights, and knowing this, I sign it of my own free will without any inducement, assurance or guarantee being made to me, and I intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Print full name:_____

I am signing this Waiver and Release of Liability and Image Release for and on behalf of myself and the following named minor children and/or other persons over whom I have guardianship, for each of whom I represent and warrant that I have the right and authority to agree to the terms of this Waiver and Release of Liability and Image Release:

Signed:_____ Date:_____