

READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

#### RELEASE AND WAIVER OF LIABILITY AGREEMENT

Undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of Athlete's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, discharges and covenants not to sue FS Series, its affiliated corporations and charities, the host city(ies), county and state, USATF, any and all municipal agencies whose property and/or personnel are used or in any way assist, all sponsoring or co-sponsoring companies or individuals related to the Event, together with their officers, directors, shareholders, successors and assigns, (collectively "Releases") from all liability to the Athlete, his/her personal representatives, assigns, heirs, executors, and successors for any and all loss(es), damage(s), and any and all claims or demands therefore, account of injury to Athlete, his/her property or resultant death, whether caused by the active or passive negligence of all or any of the Releases or otherwise, in connection with Athlete's participation in the Event. Athlete represents and warrants that he/she is in good physical condition and is able to safely participate in the Event. Athlete is fully aware of the risks and hazards inherent in participating in the Event and hereby elects to voluntarily participate, knowing the risks associated with the Event. Athlete hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Event. Athlete agrees to the use of his/her name and photograph in broadcasts, newspapers, brochures and other media without compensation. Athlete acknowledges that the entry fee paid is non-refundable and non-transferable. Athlete acknowledges and agrees that the "Event" and FS Series in its sole discretion, may delay or cancel the Event if it believes the conditions on race day are unsafe. In the event the Event is delayed or cancelled for any reason, including but not limited to: fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including without limitation, rain, hail, hurricane, tornado, earthquake), or any other cause beyond the control of the "Event" and FS Series. There shall be no refund of the entry fee or any other costs of Athlete in connection with the Event. The Athlete hereby grants to The Medical Staff of the Event, and his/her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. Athlete understands that they have the rights to refuse medical care and advice of Event medical directors and representatives; if Athlete's medical condition becomes such that the Athlete's mental capacity is questioned, the physician has the right to recommend and initiate treatment of Athlete. It is understood and agreed that Athlete hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services. Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing Athlete to participate in the Event. I understand that bicycles, skate boards, roller skates or inline skates, animals and musical devices of any type are not allowed in this event and I will abide by this rule.

The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

FS Series reserves the rights to use your email address for FS marketing only and releases your information to event photographer for photos.

If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

THE PARTICIPANT FULLY UNDERSTANDS THE FOREGOING CONDITIONS OF THE EVENT. BY CHECKING YES, THE PARTICIPANT HAS READ AND FULLY UNDERSTANDS THE WAIVER AGREEMENT.