

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.

In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this event and personally assume this risk.

Virtual Event Waiver

I know that running in an event that is organized as a virtual activity where I run on my own, at a date and time of my choosing, in a location and running route of my choosing, which will not have any support or security measures in place by FS Series is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this virtual event by my own free will and at my own personal risk. I will not participate in a virtual event unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at:

<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I attest that if my community has a shelter in place order, that I will only participate in the virtual event by using a personal treadmill, and I will not run outside in the community during the duration of a shelter in place order. I agree to follow all pedestrian safety ordinances including running on a sidewalk where available and not in the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will run against oncoming traffic and not with traffic.

I agree to abide by any decision of a race official relative to any aspect of my participation in this virtual event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the virtual race scheduled for November 8 to November 30th including the terms in this waiver, the timeline of the virtual event, and agree to abide by them. I assume all risks to me associated with running on my own as part of this

virtual activity, including but not limited to: falls, contact with other pedestrians, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out running on my own without any type of support from local officials or event organizers.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release the Inside Out Sports Turkey Trot and FS Series, the town of Cary, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this virtual event, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to run on my own as part of this virtual event. I grant permission to all of the foregoing to use my photographs which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

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.