

ATHLETE'S ASSUMPTION OF RISK, WAIVER, RELEASE, HOLD HARMLESS &
COVENANT NOT TO SUE ("Waiver"):

IT IS IMPORTANT THAT YOU READ THIS WAIVER. THIS WAIVER AFFECTS YOUR LEGAL RIGHTS AND INCLUDES A RELEASE OF LIABILITY. SEEK ADVICE OF AN ATTORNEY IF YOU ARE UNSURE AS TO ITS EFFECTS.

For and in consideration of the Knoxville Track and Field Club, Inc. ("KTC") allowing me, the undersigned, to participate in this event (the "Event"), I, intending to be legally bound, hereby, for myself, my family, my heirs, executors, administrators and anyone entitled to act on my behalf, fully and forever waive, release, discharge, hold harmless and covenant not to sue the Released Parties (defined below) from any and all liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expenses (including court costs and attorneys' fees) ("Loss") of any kind whether foreseen or unforeseen, known or unknown, (including but not limited to death, injury or property damage of any kind and nature whatsoever) which may arise out of, result from or relate in any way to my participation in this Event or Event-related activities, even though that Loss may arise in whole or part out of the negligence or carelessness of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for a Loss against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Loss which may be incurred by it as the result of such claim.

The "Released Parties" means KTC; Road Runners Club of America, Incorporated; all cities, counties, states, other political subdivisions, property owners, property lessees, property operators and all others at or on whose facility, venue or property the Event, segments of the Event or Event-related activities (including but not limited to expos, registration, packet pickups, practice runs and social events) are held; all promoting, sponsoring and co-sponsoring entities and persons related to the Event and Event-related activities; KTC committee persons, race and program directors, event personnel & volunteers; any and all municipal and other political agencies whose property and/or personnel are used or in any way assist; together with all owners, members, directors, officers, managers, agents, employees, contractors, representatives, affiliates, successors and assigns of each of the foregoing.

I understand and acknowledge that participation in athletic events is a potentially hazardous activity. I hereby assume all risks of loss(es), damage(s) or injury(ies) that may be sustained while participating in this Event which include, but are not limited to, falls, contact with other participants, animals and natural & man-made objects, effects of weather (including high heat and/or humidity, cold, snow and ice), traffic and other road hazards and conditions, damage to equipment/property, broken bones, disability and death, all such risks being known and appreciated by me. I am fully aware of the risks and hazards inherent in participating in the Event and hereby elect to voluntarily participate understanding those risks. I represent and warrant that I am in good physical condition and that I am medically able and properly trained to participate in the Event. I am responsible for my own safety and well-being at all times and under all circumstances, however, I shall abide by any decision of the Event's medical official(s) relative to my ability to safely continue or complete the Event. I hereby grant to the Event's medical official(s) access to all medical records (and physicians) as needed and authorize medical treatment as needed, however, I do have the right to refuse medical care provided by the Event's medical officials. I assume responsibility for and shall pay any and all medical & emergency expenses (including, but not limited to, ambulance transport, hospital stays, physician and pharmaceutical goods and services) in the event of an accident, illness or other incapacity incurred as a result of training for or participating in the Event regardless of whether I have authorized such expenses.

I acknowledge and agree that I am not entitled to a refund, exchange, transfer or rollover for any reason should I become unable to participate in the Event or if the Event is delayed, suspended or cancelled due to weather or any other reason. I further acknowledge and agree that KTC may, for any reason and in its sole discretion, regulate, suspend or revoke my participation in the Event or delay, suspend or cancel the Event. I will promptly abide by any and all decisions and directions of KTC, Event officials and emergency personnel including immediately ceasing participation in the Event if directed to do so. Further, I agree and acknowledge that I am personally responsible for seeking shelter in the case of inclement weather regardless of being informed to do so by KTC, Event officials or emergency personnel.

I understand that the use of headphones is prohibited at all KTC events that are open to traffic and is strongly discouraged at all other events. I acknowledge and agree not to use them in events open to traffic and that if I use

them, then KTC has the right to disqualify me and remove my time from the results. I understand and acknowledge that if this Event is open to traffic, then the Event is a no headphone event.

I understand that no skateboards, roller skates, roller blades, in-line skates, baby strollers or joggers, dogs or other animals (except for service animals) are allowed on the course and, unless I receive prior written authorization from the executive director of KTC, I will comply and abide by these and all other rules and regulations established for the Event.

Further, I hereby grant to KTC and its directors, employees, contractors and agents full permission to and hereby authorized by them to use my name, likeness, biographical information and athletic performance and to take and use any photographs, digital images, renderings videotapes, video or audio recording, or any other record of me participating in this Event for any purpose at any time without compensation.

Parent or Guardian waiver for minors: The undersigned parent and natural or legal guardian does hereby represent and he/she is, in fact, acting in such capacity and grants permission for such minor to participate in this Event and agrees to the above terms. The said parent/guardian further agrees to save and hold harmless and indemnify each and all Released Parties from all liability, loss, cost or damage whatsoever which may be incurred by or imposed upon said parties as a result of any claim by or on behalf of the minor participant or because of any defect in or lack of capacity to act and release the Released Parties on behalf of the minor.

I warrant that I (or my parent, natural guardian or legal guardian, if I am under the age of 18) am of legal age and competent to enter into this Waiver.

IMPORTANT: DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

I HAVE READ AND UNDERSTAND THIS WAIVER IN ITS ENTIRETY AND INTENTIONALLY AND VOLUNTARILY SIGN IT.

Participant Name

Date

Participant Signature

Parent or Guardian Signature (if Participant is under 18)