

PARTICIPANT'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 AND RELEASE OF YOUR RIGHT TO SUE. 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 participant, to participate in this Event (defined below), 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(es) or expense(s) (including, but not limited to, court costs and attorneys' fees) (collectively, "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 (defined below), even though that Loss may arise in whole or part out of the negligent or careless actions or omissions of the Released Parties, so long as such actions or omissions of such Released Parties do not constitute gross negligence or willful misconduct. I further agree that if, despite this Waiver, 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 such Released Parties as the result of such claim, except to the extent such Loss was caused by the gross negligence or willful misconduct of such Released Parties.

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 or segments of the Event are held; all promoting, sponsoring and co-sponsoring entities and persons related to the Event; KTC committee persons; Event organizers and directors; Event personnel and 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.

"Event" means any event, gathering, program or activity (whether in-person or virtual (if available)) for which I am registering along with all Event-related activities including, but not limited to, expos, registrations, packet pickups, award distributions, fun runs, practice runs, group runs, training runs, and training/coaching programs that relate in any way to the Event.

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), whether known or unknown, foreseen or unforeseen, that may be sustained while participating in this Event which include, but are not limited to, the following: falls; contact with other people, including but not limited to, participants, volunteers, Event personnel, contract service providers, spectators and pedestrians; contraction of communicable disease; contact with animals and natural man-made objects; effects of weather including, but not limited to, high heat and/or humidity, cold, snow and ice; traffic and other road hazards and conditions (including surrounding terrain); trail hazards and conditions (including surrounding terrain); damage to equipment/property; broken bones; injury, disability (temporary or permanent) and death, all such risks being known, appreciated and

accepted by me. I am fully aware of the risks and hazards inherent in participating in the Event and, by my own free will, hereby elect to voluntarily participate at my own personal risk fully understanding those risks.

In addition to the risks outlined above, if I am participating in the Event virtually (if available), I further understand, acknowledge and assume all risks associated with running or otherwise participating on my own, including, but not limited to, that I will have no support, safety or security measures in place from KTC or local offices. If my participation is virtual, I agree to follow all pedestrian safety ordinances including using a sidewalk where available and not the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will move against oncoming traffic and not with traffic.

I will not participate in the Event unless I am medically able and properly trained. I represent and warrant that I am in good health and physical condition and that I am medically able and properly trained to participate in the Event. I also represent and warrant that (a) I do not have any condition or diseases that would make my participation dangerous or ill-advised and (b) I have consulted with my physician prior to participation. 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), any mutations thereof, 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>.

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, temporary or 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.

I attest that if my community has a shelter in place order, that I will only participate in the Event virtually (if such option is available) by using a personal treadmill, and I will not run outside in the community during the duration of a shelter in place order. I attest that if I have been instructed to quarantine or isolate, that I will only participate in the Event virtually (if such option is available) only in a manner that complies with the quarantine or isolation rules to which I have been told to follow. In the event no virtual option is available in either circumstance in this paragraph, I will not participate in the Event.

I understand, acknowledge and agree that not every Event will have medical officials and I participate at my own risk. 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 officials and medical official(s) (if any) 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 and 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 whatsoever (whether before or during). I further acknowledge and agree that KTC or any Event official may, for any reason and in its sole discretion, regulate, suspend or revoke my participation in the Event and they may delay, suspend or cancel the Event for any reason whatsoever (whether before or during). 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 attest that I have read the rules of the Event including the terms in this Waiver as well as the timeline for the Event, and agree to abide by them. I understand that the use of headphones and other personal music devices is strongly discouraged at KTC Events and that KTC encourages a headphone-free environment for the safety of all persons during KTC Events. I understand that no bicycles, 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. Unless I receive prior written authorization from the executive director of KTC, I will comply and abide by the all Event rules 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, personal data and athletic performance data/statistics/etc. 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 (including but not limited to photographs which I may share online) for any purpose at any time without compensation.

The validity, interpretation and legal effect of this Waiver shall be governed by the laws of the State of Tennessee. Any action regarding the Event will be brought in Tennessee courts (state or federal) sitting in Knox County and not elsewhere. If any provision of this Waiver is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Waiver will remain in full force and effect.

Parent or Guardian waiver for participants who are minors:

I represent that I have full legal authority as a parent or a natural or legal guardian of the minor participant to bind the minor participant to this Waiver. If the participant is a minor, then I, for myself, and on behalf of the minor participant, and the minor's participant's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns (collectively, "Minor's Parties"), hereby agree to the following: (a) this Waiver is made both on my behalf and the behalf of the minor participant, (b) all the releases, waivers, promises, assumptions of risk and other terms herein are binding on myself and the minor participant, (c) I grant permission for the minor participant to participate in the Event, (d) I fully and forever waive, release, discharge, hold harmless and covenant not to sue the Released Parties for any Loss, to the same extent as set forth above, caused in whole or part by the minor participant's participation in the Event even though that Loss may arise in whole or part out of the negligent or careless actions or omissions of the Released Parties, so long as such actions or omissions of such Released Parties do not constitute gross negligence or willful misconduct, and (e) if I, the minor participant, the Minor's Parties or anyone on the minor participant's behalf makes a claim for a Loss against any of the Released Parties, I agree to save and hold harmless, defend and indemnify each of the Released Parties from any such Loss whatsoever which may be incurred by or imposed upon said Released Parties as a result of (i) the claim (except to the extent such Loss was caused by the gross negligence or willful misconduct of such Released Party) or

(ii) because of any defect in or lack of my 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 WAIVER 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)