

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
INDEMNITY, AND PARENTAL CONSENT AGREEMENT (“Agreement”)**

IN CONSIDERATION of being permitted to participate in any way in Food Bank of the Southern Tier sponsored Selfless Elf 5k run/walk on Saturday, December 1, 2018 (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE**, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity. I further agree and warrant that if at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **I also acknowledge and agree that the entry fee is non-refundable, even if the race is canceled due to reasons beyond the control of the Organizers, such as, but not limited to, weather, public safety or any other situations that prevent the event from occurring safely.**
- 2. FULLY UNDERSTAND** that (a) running/walking activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the “RELEASEES” named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, that I may incur as a result of my participation in the Activity.
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Food Bank of the Southern Tier, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “RELEASEES” or otherwise, including negligent rescue operations. And, I FURTHER AGREE that if, despite this AGREEMENT, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
- 4. GRANT** full permission to the Food Bank of the Southern Tier to use photographs, videos and other types of recordings of me in advertising, trade or any commercial purpose in legitimate accounts and promotions of this event. I waive the right to inspect versions of my image used for publication or the written copy used in connection with the images.

I am 18 years of age or older, have read and understand the terms of this agreement, understand that I am giving up substantial rights by signing this agreement, have signed it voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

MINOR RELEASE (UNDER THE AGE OF 18)

I, the minor’s parent and/or legal guardian, understand the nature of running/walking activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the “Releasees” named above from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.