

## **2. ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY**

In consideration of the opportunity to participate in the LA Road Runners Training Program, the Los Angeles Marathon, the LA Charity Half Marathon, the LA Big 5K, the Santa Monica Classic, the Rose Bowl Half Marathon & 5K and/or any related events and activities (the "Events"), the above-named participant ("Athlete") agrees as follows:

1. Athlete knows that training for and running a road race are strenuous and potentially hazardous activities. Athlete is aware that the dangers may be unforeseen and that the inherent risks of participation include, but are not limited to, falls, contact with other participants, motor vehicles or other traffic on the course route, environmental conditions like wet, uneven or slippery road surfaces and inclines, and the medical risks of heart attack, sudden collapse, heat stroke, dehydration, bone fracture, and muscle or tendon injury, any of which may result in property loss, personal injury, permanent disability, paralysis or death. Athlete voluntarily and knowingly assumes all risks associated with his or her participation in the Events. Athlete agrees to exercise caution while participating and follow all Event rules and instructions of police and Event organizers.

2. Athlete attests that he or she has sufficiently trained for and is physically fit to complete the Events in which Athlete participates and that such physical fitness has been verified by a medical doctor. In the event of an emergency or other incident in which, in the reasonable judgment of on-site personnel, Athlete requires medical care, Athlete consents to medical evaluation, treatment and transfer to a medical facility. It is understood and agreed that Athlete assumes all liability for any and all medical expenses incurred as a result of training for and participating in the Events, which includes, but is not limited to, ambulance transport, hospital stays, and physician and pharmaceutical goods and services.

## **3. RELEASE OF LIABILITY & INDEMNITY AGREEMENT.**

Athlete, on his or her own behalf and on behalf of his or her spouse and other family members, heirs, estate, successors and assigns, and anyone else who might claim on Athlete's behalf, to

the fullest extent permitted by law, covenants not to sue and fully and forever WAIVES AND RELEASES The McCourt Foundation\*, the host cities (including without limitation, the City of Los Angeles, the City of West Hollywood, the City of Beverly Hills, the City of Santa Monica and the City of Pasadena), the County of Los Angeles, the State of California, USA Track & Field, The Los Angeles Dodgers/Dodger Stadium, The Rose Bowl/Rose Bowl Operating Company any and all municipal agencies and departments whose property and/or personnel are used or in any way assist, and all producers, sponsors, co-sponsors, advertisers, organizers, volunteers and/or contractors of any of the Events in which Athlete may participate, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, and insurers of each of the foregoing (collectively, the "Released Parties") from any claims (known or unknown, foreseen or unforeseen) or expenses (including attorneys' fees) of any kind or nature for any property loss, injury, disability or death ("Claims"), including those arising from the negligence or carelessness of any of the Released Parties, and agrees to indemnify and hold harmless the Released Parties against all Claims. Athlete acknowledges that the RELEASED PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENTS (including, but not limited to, the condition of any courses) and agrees that the Released Parties will not, under any circumstance, be liable for consequential, indirect, special, or similar damages. Athlete acknowledges that this Acknowledgment, Agreement, Release and Waiver of Liability will be used by the Released Parties and that it governs the legal rights and responsibilities of both Athlete and the Released Parties.

\*All references herein to The McCourt Foundation also include its owned entity Conquer Endurance Group LLC.

4. Athlete understands that controlling state, federal and/or local governmental agencies may issue health orders that require the Events to be modified including shortening the racecourse, changing the race format (including start times and waves), conducting the Event as a virtual race; be rescheduled to a later date, or be cancelled. If such health orders are in place, Athlete understands that participating in the Event may also involve exposure to communicable diseases. Athlete represents that he/she will not participate in the Event if he/she has symptoms or has tested positive for any communicable disease.

5. Terms applying to virtual participation: Athlete understands that virtual participation in any of our Events or programs involves athletic and fitness activities such as running and walking. Athlete expressly acknowledges that engaging virtual participation includes the same or similar

inherent and significant risks of property damage, bodily injury or death of on-site/live participation at an Event (as stated above) and, in addition to the terms and agreement above: (1.) Athlete acknowledges that he/she has independently selected the course, timing and conditions of his/her virtual participation and that he/she is solely responsible his/her own safety during such participation including providing aid (food & water), inspecting her/her selected course for dangerous conditions, and observing all traffic and other laws. Unless organized by Athlete, Athlete acknowledges that there will be no traffic control or medical services on his/her selected course. (2.) Athlete voluntarily assumes all known and unknown risks associated with his/her virtual participation even if caused in whole or part by the action, inaction or negligence of The McCourt Foundation or by the action, inaction or negligence of others. Athlete also expressly agrees that The McCourt Foundation does not assume responsibility for the inspection, supervision, preparation, or conduct of any aspect or of a virtual Event.

6. Athlete hereby grants to The McCourt Foundation and its sponsors the worldwide right in perpetuity to use and authorize third parties to use Athlete's name, voice, picture, and likeness in any broadcast, telecast, advertising, promotion, or other account of the Events in any form and for any purpose, without compensation or further approval.

7. The McCourt Foundation reserves the right to reject any entry, change the details of the Events without prior notice, and remove Athlete from any Event if The McCourt Foundation deems removal to be in the best interest of Athlete, other participants, or The McCourt Foundation. Athlete understands that Athlete's entry fee and any other costs that Athlete may have incurred in connection with an Event will not be refunded, deferred, or transferred for any reason including the cancellation of the Event, a rescheduling of the Event to a different date, or the Event conducted at a shorter distance or as a virtual event. Athlete further understands that Athlete's bib number is non-transferable and if lost will not be replaced.

8. Athlete (and Athlete's parent or guardian, if Athlete is under the age of 18) hereby agree(s) to submit all claims against The McCourt Foundation and its employees, owners, officers, directors, affiliates, sponsors, and agents, and any dispute arising from or relating to Athlete's participation in the Events, to binding arbitration. The arbitration shall be pursuant to the rules of the American Arbitration Association and shall be held exclusively in Los Angeles County, California, unless otherwise mutually agreed to by all parties. Arbitration must be commenced within one (1) year from the date on which any alleged claim first arose. Any claim filed after the one (1) year deadline will be time barred. Notwithstanding anything herein to the contrary, this

paragraph 8 shall bind Athlete and Athlete's spouse, family members, heirs, estate, successors and assigns, and anyone else who might claim on Athlete's behalf, and any and all parties whose claims (including a claim of wrongful death) may arise out of or relate to Athlete's participation in the Events.

9. Athlete warrants that all statements made herein are true and correct and understands that the Released Parties have relied on them in allowing Athlete's participation in the Events.

10. If any part of this agreement should be deemed unenforceable, that portion of the agreement is severable, and the remaining provisions shall remain in full effect.

11. ATHLETE HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY AND UNDERSTANDS THAT ATHLETE IS ASSUMING THE RISK OF, AND RELEASING AND HOLDING HARMLESS THE RELEASED PARTIES IN CONNECTION WITH, ATHLETE'S PARTICIPATION IN THE EVENTS. ATHLETE FURTHER UNDERSTANDS THAT THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS AND THAT, BY ENTERING INTO THIS AGREEMENT, ATHLETE IS WAIVING ANY RIGHT TO A TRIAL BY JURY.

IF ATHLETE IS UNDER AGE 18, ATHLETE'S PARENT OR GUARDIAN MUST SIGN THIS ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY. Such Parent's or Guardian's signature below certifies that his or her son/daughter/ward has permission to participate in the Event(s). Athlete's Parent/Guardian has read and understands the foregoing ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY and by signing intentionally and voluntarily agrees to its terms and conditions. Athlete's Parent/Guardian further certifies that his or her son/daughter/ward is in good physical condition and is able to safely complete the Event(s). Athlete's Parent/Guardian hereby authorizes medical evaluation, treatment and transfer to a medical facility for such son/daughter/ward and grants access to such child's medical records as necessary.

By entering my name below, I assert that I have reviewed and agree to all of the waivers and agreements I have selected above.