

## **2021 SUNSET HOUSE VIRTUAL RUN/WALK AGREEMENT AND LIABILITY WAIVER FOR VIRTUAL RACE EVENT**

---

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE 2020 SUNSET HOUSE VIRTUAL RUN/WALK EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of you accepting this entry into the 2020 Sunset House Virtual Run/Walk (the “Event”), I, the participant, and anyone entitled to act on my behalf intending to be legally bound do hereby waive and forever release any and all right and claims for damages or injuries that I may have against Sunset House, its subsidiaries & their respective, directors, assigns, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries and/or damages suffered by me arising out of my participation in the 2020 Sunset House Virtual Run/Walk. This release includes all injuries and/or damages suffered by me before, during or after the Event. I recognize, intend and understand that this waiver and release is binding on my heirs, executors, administrators, or assignees.

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 Sunset House 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 this 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 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.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, video footage or other electronic recording of this Event for legitimate purposes.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.

---

Signature of Participant

---

Signature of parent/guardian of participant under 18 years of age