

## Seaside School Half Marathon and 5K Run

THIS AGREEMENT CONTAINS A WAIVER OF CLAIMS BASED ON NEGLIGENCE. BY SIGNING THIS AGREEMENT, I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

I desire to participate in the Seaside School Half Marathon & 5K Run and its related activities (collectively, the "Race") hosted by The Seaside School, Inc., a Florida not-for-profit corporation (the "School"). In consideration of being permitted to attend and participate in the Race, I hereby agree to all of the terms of this Waiver and Release. I understand the School is relying on this Waiver and Release to allow me to participate in the Race.

I specifically acknowledge, agree and certify as follows:

- The Race is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, Race officials, and Race monitors, and/or producers of the Race, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. These risks may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities or equipment at the Race. Further, there may be other risks not known to me or reasonably foreseeable at this time. My participation in the Race is completely voluntary and for my personal enjoyment. I understand and have considered the risks involved, and I voluntarily and freely choose to assume all risks of participating and/or volunteering in the Race.
- I am physically fit, have sufficiently trained for participation in the Race and have not been advised not to participate in the Race or any similar event by a qualified medical person.
- I have sole responsibility for my personal possessions and athletic equipment at all times during the Race and no Releasee is responsible for my personal possessions and athletic equipment at any time.
- The Race is scheduled for a specific time period which allows for the completion of the Race within a time reasonable for even novice runners. After the expiration of the allotted race time, certain services may no longer be provided, including, but not limited to closures of the roadways on which the race occurs, posting of medical personnel along the race route and provision of law enforcement personnel to control the race staging/finishing area. I specifically acknowledge that my inability or failure to complete the Race within the scheduled time period may result in the absence of any further provision of amenities or services provided by the entities previously listed and I assume all responsibility and liability should I continue to participate beyond the allotted race time.
- I understand that dogs, vehicles to transport children, bicycles, in-line skates and skateboards are prohibited and that violation of this prohibition will result in disqualification and removal from the race course by Race officials, without any refund.

- Alcohol may be served at the Race, and I fully assume any and all risks associated with alcohol consumption and take full responsibility for my own actions, safety and welfare.
- I agree to indemnify, hold harmless, reimburse and, upon request, defend the School, The Seaside School Foundation, Inc., the Town of Seaside, Total Race Solutions, any and all vendors, providers, subcontractors, sponsors, volunteers or others involved in the Race, and their respective directors, officers, employees, representatives, insurers and agents (each a “Releasee,” and collectively, “Releasees”) from and for all damages, losses, costs, or expenses (including legal fees) incurred by any Releasee or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my attendance at or participation in the Race, including my traveling to and from the Race, whether caused by the negligence of myself, Releasees, or otherwise.
- I fully and forever release and discharge the Releasees from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my attendance at or participation in the Race, including my traveling to and from the Race, even if it is due to the negligence, injudicious act, omission, or other fault of the Releasees.
- I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others’) property in connection with my attendance at or participation in the Race, including my traveling to and from the Race, and I waive any right I may have to do so. This means that I cannot sue to hold Releasees, individually or collectively, responsible for any injury, loss, or damage sustained by me, other parties, or my (or others’) property in connection with the Race, even if it is due to the negligence, injudicious act, omission, or other fault of any Releasee. I waive my insurers’ right to make a claim against Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Releasees.
- I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Race. I understand my right to refuse medical care and advice of medical providers; if my medical condition becomes such that my mental capacity is questioned, I hereby provide medical providers the right to recommend and initiate treatment. I understand and agree that I assume liability for any and all medical expenses incurred as a result of training for and/or participating in the Race, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.
- I understand that I may be photographed at the Race. I hereby grant the School and its designees, including sponsors and others, the right to use my name and likeness, whether in photo, video, film or any other manner, in connection with the Race for any publicity or other purpose without further compensation to me or permission from me.
- I understand that any person whose conduct is disruptive, violent, threatening or otherwise poses any risk to any runner, participant or Releasee will be removed from the race course or other applicable premises immediately, in the sole and absolute discretion of Race organizers, without any refund.

MINORS: If the participant is a minor, the parent or guardian hereby: (A) certifies that the minor child participating in the Race has permission to participate; (B) makes all of the representations, warranties and covenants in this Release and Waiver on behalf of such minor, including as to the good physical condition of such minor to allow him/her to safely participate in the Race and authorization for medical treatment for such minor.

This Release and Waiver shall inure to the benefit of Releasees and their successors and assigns and shall be binding on my heirs, beneficiaries, personal representatives, and assigns. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by applicable law. If any portion of this Release and Waiver is held invalid or unenforceable, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever.

This Waiver and Release shall be governed by the laws of the State of Florida (without regard to principles of conflicts of laws). Any controversy or claim arising out of out of this Waiver and Release shall be settled by arbitration administered in Walton County, Florida by the American Arbitration Association in accordance with its applicable rules, and judgment awarded on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME.