

Marquette Marathon Relay WAIVER — REQUIRED

By signing below (or, if submitted electronically, by clicking "I agree" to the above waiver which will constitute my valid signature), I acknowledge my understanding that my participation in the 2022 Marquette Marathon and/or any pre or post- race activities (the race and pre/post-race activities are individually and collectively referred to as the "Event") involves rigorous physical activity and that it potentially may be hazardous. I attest and verify that I am physically fit and have sufficiently trained for the Event and that, if appropriate, my physical fitness to participate in the Event has been verified by a licensed medical doctor. I expressly assume all known and unknown risks associated with the Event, including but not limited to: loss of or damage to my property; injury (including death); accidents; the effects of weather; terrain conditions that may vary widely, and that may include uneven and/or slippery surfaces, unpredictable spectators/participants, and natural and man made obstacles (including without limitation, vehicles, security barriers, signs, cables, mats, and debris on the course); and the possibility that an Event may be postponed, ended early or cancelled altogether by Event or government officials.

In consideration of my participation in the Event, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns (a) waive and release any and all rights, claims and causes of action I have or may have against any Race Organizer (as defined below) that may arise as a result of my participation in the Event; and (b) agree to indemnify, defend, and hold harmless all Race Organizers from and against any and all injuries, losses, causes of action, liabilities, damages, expenses (including attorney's fees and court costs) or claims (collectively, "Claims") that might arise directly or indirectly from my participation in the Event and/or the condition of the raceway, property, facilities or equipment used for the Event, regardless of when such Claim may arise including, without limitation, Claims relating to (i) theft, loss or disappearance of property, (ii) bodily injury (including fatality), and (iii) property damage, for all claims and losses (including attorney's fees and court costs), which may be brought against any one or more of them by anyone claiming to have been injured or otherwise to have suffered loss or damage as a result of my participation in the Event. For these purposes, a "Race Organizer" is any one or more of the following: Marquette Marathon Event Management, Northern Michigan University; all governmental agencies representing the territory in which the Event will be held and from which resources (such as, without limitation, fire, police and ambulance personnel) are provided; all sponsors, agents, vendors, medical personnel and contractors and volunteers of or for the Event; USATF officials; emergency (for example, fire and police) and all medical service providers; and the officers, directors, employees, representatives, successors and assigns of each of the foregoing.

I further grant full permission to any and all Race Organizers to store, use, reproduce and/or resell my image or likeness by any audio and/or visual recording technique (including electronic/digital) now in existence or hereafter invented, for any legitimate purpose, including commercial sales and marketing purposes. I understand and agree that information about me that is collected by the Race Organizers, including without limitation information in the application this form, and my Event results, and any and all medical information that I may disclose to Event medical personnel, may be disclosed to third parties for any legitimate purpose, including research, commercial sales, and marketing purposes, and that it may be subject to re- disclosure by the recipient(s). I acknowledge and agree to abide by any Official Rules for the Event that may be posted at the Event or on the Event's website or otherwise communicated to me verbally or in writing at the Event by Event officials. I hereby represent and warrant that I am 18 years of age or older or, if applicable, that I am the parent or legal guardian of the child under the age of 18 years old who I am registering for the Event and that I have the full power and authority to agree to these terms on behalf of such child, and to bind him/her to these terms.

X

SIGNATURE OF APPLICANT

DATE

X

SIGNATURE OF PARENTAL OR LEGAL GUARDIAN - FOR PARTICIPANTS UNDER 18 YEARS OF AGE DATE

X

SIGNATURE OF APPLICANT

DATE

X

SIGNATURE OF PARENTAL OR LEGAL GUARDIAN - FOR PARTICIPANTS UNDER 18 YEARS OF AGE DATE

X

SIGNATURE OF APPLICANT

DATE

X

SIGNATURE OF PARENTAL OR LEGAL GUARDIAN - FOR PARTICIPANTS UNDER 18 YEARS OF AGE DATE

WAIVER MUST BE SIGNED TO BE PROCESSED