



## **ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

### **“River Run 2019”**

By executing this document, I acknowledge that I am renouncing important legal rights in favor of the Rockford Orthopedic Associates, Ltd., Regional Access and Mobilization Project (“RAMP”), the City of Rockford and its employees, City of Loves Park and its employees, Rockford Park District and its employees, Rockford Roadrunners, RunSignUp, the Event organizers, directors, sponsors, volunteers, and any and all officers, employees, volunteers and agents of the foregoing entities/organizations (collectively, the “Released Parties”).

I, the undersigned, hereby acknowledge and understand that the athletic event known as the “River Run 2019” held on August 31, 2019, in Rockford located in Winnebago County, Illinois (the “Event”), carries with it certain risks including, but not limited to, death, serious injury and property loss, caused by such things as nutrition, hydration, terrain, facilities, weather conditions, equipment, vehicular traffic, actions of other people such as participants, volunteers, spectators, coaches, officials, and/or organizers of this Event. I acknowledge that these risks are inherent in athletic events of this type. I KNOWINGLY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS EVENT.

I realize that liability may arise from negligence or carelessness on the part of the Released Parties and/or from dangerous or defective equipment or property owned, maintained or controlled by them. I certify that I am physically fit and prepared to participate in this Event and have not been advised otherwise by qualified medical personnel.

IN CONSIDERATION of my application and for allowing me to participate in the Event, I, for myself, my executors, administrators, heirs, next of kin, successors, personal representative and assigns, do hereby RELEASE, WAIVE, DISCHARGE, the Released Parties, FOR ANY DEATH, DISABILITY, PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE, OR PROPERTY LOSS, which may hereafter occur as a result of my participating or volunteering in the Event.

I, for myself, my executors, administrators, heirs, next of kin, successors, personal representative and assigns, do hereby also agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties, against any and all claims, actions, suits, and proceedings brought as a result of my participating or volunteering in the Event, whether resulting from one’s negligence or otherwise. I further agree TO REIMBURSE the Released Parties, for any and

all costs, expenses, damages, liabilities, and attorney's fees the Released Parties incur as a result of my participating or volunteering in the Event.

I, for myself, my executors, administrators, heirs, next of kin, successors, personal representative and assigns, do hereby also agree that I will forever REFRAIN AND FOREBEAR from commencing, instituting, or prosecuting any lawsuit, action, or other proceeding against the Released Parties arising out of my participating or volunteering in the Event.

Each provision of this Assumption of Risk, Waiver of Liability and Indemnity Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this agreement which are valid.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Event. I agree that the Released Parties will in no way be responsible for any medical expenses I incur related to or resulting from my participating or volunteering in the Event.

I understand that during the Event or related activities I may be videotaped and/or photographed. I agree to allow my photo, video, film and/or other electronic likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers and their assigns.

I have read this Assumption of Risk, Waiver of Liability and Indemnity Agreement, and fully understand its terms. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY to the greatest extent allowed by law.