East End Tourism Alliance and The Titan Run Corp. Bib #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARTICIPANT WAIVER, RELEASE OF LIABILITY Name (Last, First)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COVENANT NOT TO SUE AND IMAGE RELEASE

East End Tourism and The Titan Run at Camp Pa Qua Tuck, 2 Chet Swezey Road, Center Moriches, NY 11934

In consideration of being allowed to participate in any way in the above reference, The Titan Run competition(s) race (s) related events (the “event”) and/or activities, I, the undersigned, acknowledge, covenant and agree that:

1. The risk of injury and /or death from the activities involved in The Titan Run and the Event is significant including, but not limited to the following: (i) drowning (ii) near-drowning (iii) sprains, (iv) fractures, (vi) heat and cold injuries, (vii) over-use syndrome, (viii) injuries involving vehicles, (ix)animal/insect bites and or stings, (x) contact with poisonous plants, (xi) accidents involving, but not limited to hiking, running, climbing, jumping, travel by car, or other convenience: (xii) heart attack and (xiii) the potential for permanent paralysis and /or death. While particular rules, equipment and personal discipline may reduce this risk the risk of death or serious injury does exist;
2. **After opportunity to fully inform myself about the event, I knowingly and freely assume and accept all such risks, both known and unknown, and assume full responsibility and all risks for my participation in the Event;**
3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;
4. I, for myself and on behalf of my heirs, assigns, personal representation and/ or next of kin, forever WAIVE RELEASE, DISCHARGE AND CONVENANT NOT TO SUE East End Tourism Alliance or The Titan Run Corp, and their officers, directors, representation, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the “Releasees”), WITH REPECT TO ANY AND ALL INJURY,DISABLILITY, DEATH, and/or loss of damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless releases from any loss, liability, cost, claim or damages arising from my participation in or associated with activities and events organized and sponsored by East End Tourism Alliance or The Titan Run Corp. or connected with the Event.
5. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participated in all activities associated the Event. My participation in activities and events organized or sponsored by East End Tourism Alliance and The Titan Run Corp. is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization.
6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify releaseees from any and all liability or claims arising out of such treatment.
7. The releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions. Acts of God or other factors beyond the control of the releasees that might affect the health and/or safety of the participants. No refunds will be granted.
8. I irrevocably grant unlimited permission to releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.
9. I hereby irrevocably and absolutely grant permission to he releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as “I”, “me”, “my”). In the event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner releasees shall deem appropriate. Such permission shall included grant the unlimited and irrevocable right to releasees, without compensation of any kind to me , to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me, I acknowledge that releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print

Materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMMPTION OR RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participants NAME (Print: Last, First)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: (Required)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minors under 18- Signature of Parent or Guardian (required)

The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby certifies, warrants and represents that I am the legal parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the signer of the above release (the Participant) and that after fully informing myself regarding the nature and risks of the event, I give permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above. Release both for myself individually and as legal parent or guardian of the participant.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Minor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_