

Crusader Classic 5K Waiver and Release

I/We understand and acknowledge that I/we desire to participate in the Crusader Classic 5K on May 18, 2024 ("Event") conducted by Ave Maria Academy ("AMA"). I/We understand these statements are being accepted by Ave Maria Academy. As lawful consideration for being permitted to participate in the Event conducted by AMA, and other good and valuable consideration, I/we hereby assume all responsibility for and waive, release and discharge AMA, their members, officers, agents, volunteers, contractors and other associates and representatives (hereinafter these individuals shall be included in the definition of "AMA") from any and all liability and claims of any kind whatsoever, including but not limited to death, personal injury, loss of property or property damage I/we may have, or that may subsequently accrue to me/us, or to my/our respective heirs, executors, administrators or assigns, as a result of my/our involvement in the Event. I/we agree to all the terms and conditions set forth of this Waiver and Release Agreement ("Agreement") and I/we represent and agree that:

1. I/We acknowledge the Event is a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I/we acknowledge and agree that it is my/our responsibility to determine whether I/we am/are sufficiently fit and healthy enough to safely participate in the Event. I/we am certifying that I/we am/are medically able and properly trained to participation in this race.
2. I/we am/are aware of the potential hazards and risks associated with the Event, such hazards and risks including, but not being limited to, injury or death by accident, weather conditions, and random acts of violence. I/we accept these risks with full awareness of these risks and knowing the only source of insurance available must be provided by me/us, and I/we am/are not relying on any insurance to be provided by AMA. Furthermore, I/we assume full responsibility for all medical bills, damages or other losses or any kind associated with any bodily injury, death or property damage due to the negligence of AMA while taking part in the Event.
3. I/we agree to abide by all rules and regulations for participation in the Event, including without limitation, rules for the use of baby strollers. I/we accept that I/we may be removed from the Event, without refund, should my/our behavior endanger the safety or negatively affect a race, person, the venue, myself/ourselves or property of any kind. I/we am/are aware of the potential hazards and risk associated with the use of baby strollers in the Event, such hazards and risks including, but not limited to, injury or death. I/we understand that any failure on my/our part to follow the rules and regulations of the Event may result in my/our being asked to leave the Event. AMA accepts no responsibility or liability for any incidents that may occur from a baby stroller driver or owner, and/or passenger negligence.
4. In addition to the above release, I/we further indemnify and hold AMA (as defined above) harmless from any and all personal injury, death, loss of property or property damage, or any other damages, relating to and arising from my/our activity in the Event.
5. I/we attest and certify that I/we have no known medical, physical, psychological or emotional conditions that would prevent me/us from safely participating in the Event.
6. I/we authorize AMA, its representatives and all attending health care professionals (including but not limited to registered nurses, licensed practicing nurses, physicians' assistants, doctors and paramedics) to provide medical treatment, to transport, hospitalize, anesthetize, or

perform surgery as is required. I/we do release, acquit, discharge and covenant to hold harmless AMA and its representatives from all actions, damages or liabilities arising out of the treatment of any illness, injury, or accident incurred during the Event. AMA and its representatives will incur no liability whatsoever while attempting to meet all medical needs I/we may require during the Event. I/we agree to be responsible for all medical costs associated therewith.

7. I/we hereby grant AMA the right to use for any AMA publication, posting or advertisement, any photograph, video or other likeness of myself/us. I/we further grant to AMA and all persons acting under its permission or authority, all rights to exhibit this work publicly or privately and to market and sell copies. I/we waive any right that I/we may have to inspect or approve the finished product or the purpose for which the image is used. I/we release and discharge the AMA, its successors and assigns and all persons acting under its permission or authority, from any liability, whether intentional or otherwise, including any distortion, alteration, or optical illusion that may occur in the making of the image, or in any processing, distribution, or other use of the image by AMA.
8. I/we hereby grant permission to the AMA to communicate with me via text message, Facebook, or any other social media regarding the Event. I/we also agree to indemnify and hold the AMA harmless from any claims, lawsuits, or other liabilities associated with said communication, to the extent allowed by law.
9. The parent or legal guardian who signs the Agreement on behalf of a minor child or ward (hereinafter "Minor Participant"), hereby acknowledges that he or she is legally responsible for the identified Minor Participant, who is a voluntary participant in the Event. The parent or legal guardian acknowledges that he or she has the legal authority to act on behalf of Minor Participant, accepts the conditions and risks outlined in this Agreement, and consents to the participation of the Minor Participant in the Event. The parent or legal guardian accepts sole responsibility for the conduct and actions of the Minor Participant while he or she is participating in the Event.
10. I/we expressly agree that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and that I/we intend this waiver and release will be binding on me/us, my/our family, estate, heirs, successors, assigns, insurers, medical providers, and personal representatives. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
11. All matters arising out of or relating to this release and waiver shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this release and waiver may be brought only in the federal and state courts located in Hennepin County, Minnesota and I/we hereby consent to the exclusive jurisdiction of such courts.
12. I/we understand that all payments and fees are final and nonrefundable.
13. I/we expressly agree that this assumption of risk agreement is intended to be as broad and inclusive as permitted by law. I/we further state that I/we HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK AND UNDERSTAND ITS CONTENTS, AND I/WE VOLUNTARILY SIGN THIS RELEASE AS MY OWN FREE ACT. THIS IS A LEGAL DOCUMENT AND I/WE UNDERSTAND THAT I/WE HAVE THE RIGHT AND OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT.