## WAIVER & RELEASE OF LIABILITY

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

IN CONSIDERATION of allowing me to participate in the Rotary Rita event (the "Event” or "Events”); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement”);

1. I hereby certify that I am at least 21 years of age.
2. I completely understand all of the risks associated with consuming alcohol, and therefore assume and take full responsibility for all the potential risks.
3. I represent that I am (i) in good health and in proper physical condition to participate in the Event; and (ii) I am neither pregnant nor might be pregnant (iii) I have no existing or pre-existing heart conditions (iv) I am not under the influence of any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
4. I understand and acknowledge the physical and mental rigors and risks associated with running, and that running Events are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; imperfect course conditions; water, road and surface hazards; equipment failure; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
5. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted. I also accept sole responsibility for my own conduct and actions while participating in the Event and following the event, as well as the condition and adequacy of my equipment.
6. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: The Vincennes Rotary Cub, Vincennes Rotary Foundation, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties” or "Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability”) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim, and do so into perpetuity.
7. This Waiver shall be governed by and shall be subject to the laws of the State of Indiana.

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

#### By signing below, you agree to the Waiver & Release of Liability

Signature Printed Name Date

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