

## SAGE RAT RUN

### WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, the participant, being of legal age (18 or older), have asked to participate in the activities associated with the SAGE RAT RUN on May 16 and/or 17th, 2015. I understand and acknowledge my participation is wholly voluntary in the SAGE RAT RUN Activities. To permit me to participate in the aforementioned SAGE RAT RUN activities, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, acquit and forever discharge the SAGE RAT RUN and its employees, volunteers, agents, servants, officers, sponsors, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries, including death, mental anguish or emotional distress to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys fees, which arise out of, during, or in connection with my participation in the aforementioned SAGE RAT RUN Activities, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by me or any person in connection with my association with, or participation in the SAGE RAT RUN Activities. I know that running in a fun run and or a road race is a potentially hazardous activity. I should not enter and run unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this event including but not limited to falls, contact with other participants, road traffic, the effects of the weather, including high heat and/or humidity, the conditions of the road and traffic on the course, all such risks being known and appreciated by me. Having read this waiver and knowing these facts, and in consideration of your acceptance of my entry, I, for myself and anyone entitled to act on my behalf, waive and release the event organizers, PMH Foundation, Cities of Sunnyside, Grandview and Prosser, Benton and Yakima Counties, all sponsors and contributors, volunteers and their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. If I am under 18 years of age my parent has knowledge of my participation and signs this waiver on my behalf. This is to certify that my child has permission to compete in this event, is in good physical condition and the event officials may authorize necessary emergency medical treatment. I understand that this event is a fun run and that others may be present on the path in the form of walkers, bicycles, skateboards, baby joggers or strollers, roller skates or blades, and animals. Others on the path may be present in which running officials have no knowledge. I agree and understand these guidelines by signing below.

2. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend and hold harmless SAGE RAT RUN, PMH Foundation and its employees, volunteers, agents, servants, officers, sponsors, trustees, and representatives (in their official and individual capacities) from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorneys fees, which result from, arise out of or relate to my participation in the aforementioned SAGE RAT RUN Activities.

3. I agree that this Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force in effect. In the event of any cause of action, the laws of the State of Washington apply and the jurisdiction lies with the Benton or Yakima County Superior Court or the U. S. District Court of Washington.

4. I hereby acknowledge and accept that there are certain risks, known and unknown, including bodily injury and death that could result from my participation in the aforementioned SAGE RAT RUN. The SAGE RAT RUN Activities will include running and/or walking on paved and unpaved surfaces. I have knowingly and voluntarily decided to assume the risk of these inherent dangers in consideration of the SAGE RAT RUN permission to allow me to participate in the aforementioned SAGE RAT RUN Activities. I hereby release and discharge the SAGE RAT RUN and PMH Foundation employees, volunteers, agents, servants, officers, sponsors, trustees, and representatives (in their official and individual capacities) from any and all negligence, including the SAGE RAT RUN own negligence, in connection with my attendance at, activities in, or participation in the SAGE RAT RUN Activities, including travel to and from the SAGE RAT RUN locations, except for any gross negligence or willful and wanton misconduct on the part of the SAGE RAT RUN.

5. I represent and warrant that I am covered throughout the SAGE RAT RUN Activities by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as part of my participation in the SAGE RAT RUN Activities. I release and discharge the SAGE RAT RUN and PMH Foundation employees, volunteers, agents, servants, officers, sponsors, trustees, and representatives (in their official and individual capacities) of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense, whether covered by health insurance or not that I may incur while participating in or attending the SAGE RAT RUN Activities.

6. I hereby consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with my participation or attendance in the Activities.

7. In signing or acknowledging this Waiver, Release and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provision, that I understand that it affects my legal rights, that it is a binding Agreement, and that I have signed or acknowledged it knowingly and voluntarily.