

**CHICAGO RUNNING TOURS & MORE, LLC
WAIVER AND RELEASE OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

PLEASE REVIEW THOROUGHLY BEFORE SIGNING

The undersigned, in consideration of being permitted to participate in the Running Tours sponsored by CHICAGO RUNNING TOURS & MORE, LLC (the "Tours") hereby acknowledges, understands and agrees to the following:

1. I agree "Releasees" shall include the following: CHICAGO RUNNING TOURS & MORE, LLC, its affiliates, assigns, owners, members, managers, officers, agents, employees, volunteers and directors; all sponsors of the Tours; and any and all Tour coordinators.
2. I waive any and all claims that I may have in the future against the Releasees for any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of participating in the Tours, due to any cause whatsoever, including, but not limited to, negligence or fault on the part of any Releasee.
3. I acknowledge that I am aware of the inherent risks in training for and participating in a running event and certify that I am physically fit, have not been otherwise informed by any physician and know of no restrictions imposed on me by any physician that would prevent my participation.
4. I acknowledge that participation in the Tours is hazardous and inherently dangerous. The risk of injury from activities involved in the Tours is significant, including the potential for permanent paralysis and death. I agree to assume all risk of personal injury, including serious personal injury or death, arising from participating in the Tours, including, but not limited to, contact with other participants, falls, acts of other participants and weather conditions.
5. I understand that the Tours may contain both natural and manmade risks, including but not limited to effects of the weather, traffic and conditions of the route or road, and all risks, known or unknown. Further, while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury or death does exist and this risk cannot be completely eliminated. All such risks are acknowledged and appreciated by me.
6. I knowingly and freely assume all risks of participating in the Tours, both known and unknown, including, but not limited to my own actions or inactions, the actions or inactions of others (including Releasees, spectators or other participants), falls, illness, infection, premises and road and side walk defects and the effects of weather (including heat and/or humidity) and assume full responsibility for my participation in the Tours.
7. I willingly agree to comply with all conditions imposed by CHICAGO RUNNING TOURS & MORE, LLC on my participation in the Tours, including abiding by the rules of the Tours and following all directions of Tours coordinators, CHICAGO RUNNING TOURS & MORE, LLC employees and volunteers. CHICAGO RUNNING TOURS & MORE, LLC or its

designated parties may require me to immediately leave the Tours, without refund of my entry or registration fee, if I act inappropriately or do not follow the rules of the Tours.

8. I agree that my participation in the Tours is voluntary, that I know my own capabilities and limitations and I agree that I will participate in the Tours only if I am physically, medically and mentally prepared to do so. If I am pregnant, disabled or have recently suffered an illness or injury, I agree to consult with a physician before participating in Tours.

9. I consent to any emergency medical care or transportation that any Releasee may deem appropriate in the event of an injury to me. I understand that this Waiver and Release of Liability And Assumption of Risk Agreement extends to any liability arising from, or in any way connected with, such medical care or transportation.

10. I will maintain my own medical, disability and life insurance sufficient to cover any expenses, including loss of income, that I, or my family, may incur arising from my injury, disability or death. I certify that I am physically fit and have no medical condition that would make participation in the Tours more hazardous.

11. I agree to abide by all local, state and federal civil or criminal laws during my participation in the Tours. I agree that CHICAGO RUNNING TOURS & MORE, LLC may dismiss me from participation without refund should my conduct violate the rules of the Tours, violate the law, endanger the safety of any participant, employee, volunteer or spectator or otherwise interfere with the Tours.

12. I agree that I alone am responsible for my personal items and property at the Tours and that Releasees are not responsible for any of my personal items or property that are lost, damaged or stolen at the Tours

13. I certify that I am at least 18 years of age, or that my parent or legal guardian has consented to my participation by completing the release and indemnification agreement below.

14. I, for myself and on behalf of my heirs, assigns and personal representatives, hereby release, waive against, indemnify and hold harmless the Releasees with respect to any and all injury, disability, death, claim, liability, cost, expense or loss or damage to person or property I may suffer, or that my next of kin may suffer, resulting from my participation in the Tours, due to any cause whatsoever, including but not limited to negligence on the part of one or more Releasees or fault of one or more Releasees.

15. I agree that the statutes and laws of the State of Illinois, without regard to the conflict of laws and principals thereof, will apply to all matters relating to this Tours registration and this Waiver and Release of Liability and Assumption of Risk Agreement. I further agree and expressly consent to the exercise of the personal jurisdiction of the courts of the State of Illinois in connection with any dispute or claim with CHICAGO RUNNING TOURS & MORE, LLC.

16. If any portion of this Waiver and Release of Liability and Assumption of Risk Agreement is found invalid, it is agreed that the balance of this Waiver and Release of Liability and Assumption of Risk Agreement shall, notwithstanding, continue in full force and effect.

17. I agree that CHICAGO RUNNING TOURS & MORE, LLC reserves the right to cancel the Tours in the event of extreme weather, including extreme heat, tornadoes, storms, accidents, acts of war or terrorism or for any reason that CHICAGO RUNNING TOURS & MORE, LLC believes is necessary to protect the safety and security of the Tours participants.

18. I agree that all entries are final and that refunds of entry or registration fees will not be granted for any reason, including rescheduling or cancellation of the Tours for any reason.

19. I consent and grant permission to CHICAGO RUNNING TOURS & MORE, LLC, and its affiliates and assigns to use any photographs, motion pictures, recordings or other record of this Tours and/or me in this Tours for any purpose. I assign all rights, title and interest in all such photographs, motion pictures, recordings and other records to CHICAGO RUNNING TOURS & MORE, LLC and acknowledge that all such material and records are the sole property of CHICAGO RUNNING TOURS & MORE, LLC.

20. I indemnify and hold harmless the Releasees from any claims, causes of action, liability, cost, expense, loss or damage suffered by any one or more of the Releasees from my actions before, during and after the Tours.

21. No animals are allowed on 5k Everyday tours.

22. I acknowledge I have been given the opportunity to negotiate the terms of this Waiver and Release of Liability and Assumption of Risk Agreement and the ability to have any questions regarding this document answered prior to my signing this Waiver and Release of Liability and Assumption of Risk Agreement.

23. THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IS BINDING UPON ME AND MY ASSIGNS, LEGAL REPRESENTATIVES AND HEIRS I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Signature: _____ Age: _____ Date: _____

Email: _____

Name (Print): _____ Phone: _____

Address: _____ City: _____ State: _____

Zip Code: _____

FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE:
(under age 18 at time of registration)

This is to certify and warrant that I, as parent/legal guardian with legal responsibility for this participant, have full legal authority to complete this Waiver and Release of Liability and Assumption of Risk Agreement on behalf of myself and/or the participant, and I consent, approve and agree to this minor's participation in the Tours and to all terms and provisions of the Waiver and Release of Liability and Assumption of Risk Agreement as provided above and, for myself, my child or my ward and our heirs, assigns, and legal representatives, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's or my ward's involvement and participation in the Tours as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF THE RELEASEES**, to the fullest extent permitted by law. I assume all risks and hazards incidental to my child's or my ward's participation in the Tours and I hereby waive, release, absolve, indemnify, and agree to hold harmless the Releasees from any and all claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, injuries, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, of any kind arising out of or connected with my child's or my ward's participation in this Tours. I consent and approve of my child's or my ward's participation in the Tours. I acknowledge I have carefully read, accepted and agreed to the terms of this **WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**, and know and understand its contents and I sign this **WAIVER OF RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** of my own free act.

Parent/Legal Guardian Signature: _____ Date: _____

Emergency Contact Number: _____

Email: _____