

RELEASE AND WAIVER OF LIABILITY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY IN CONSIDERATION of being permitted to participate in the 2017 Running of the Balls, hereinafter referred to as the Event, being held in Sunset Hills, located on Madison Avenue between E and W Greenway Drive, Greensboro, NC 27410. I for myself, and for personal representatives, assigns, heirs, estate, executor, administrator, and next of kin do hereby release, indemnify and save harmless Running with Horses, LLC, The City of Greensboro, Second Harvest Food Bank of NW NC and Sponsors of the Event, their officers, employees and agents from and against any and all actions, causes of action, claims and demands for, any harm, damages, loss, accidents, injury, suffering or death, that may occur to me as a result of the privilege of participating in the 2017 Running of the Balls. I agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me or others, howsoever occurring, whether by negligence or otherwise, in connection with my participation in and attendance at the Event, and I waive any right I may have to do so. I agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with my participation in the Event.

It is understood that participation in the Event in Sunset Hills may involve the risk of serious personal and bodily injury or death, either specifically as a result of participation in the Event or generally in connection with my attendance thereat. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. I represent that I am or my minor child is physically able to undertake all physical activities involved in the 2017 Running of the Balls. In consideration of minor participant being permitted to participate in activities, the undersigned parent(s) or guardian, on behalf of the parent, parent's heirs, parent's personal representatives or assigns, do hereby forever release, waive, discharge and covenant not to sue Running with Horses, LLC, The City of Greensboro, Second Harvest Food Bank of NW NC and Sponsors of the Event, including their officers, directors, employees, affiliates, independent contractors, coaches and volunteers, from liability for any and all claims, demands, injuries, actions, active or passive negligence or other causes or actions whatsoever arising out of or connected with the use of any of the services or facilities involved with the 2017 Running of the Balls. It is understood and agreed that Running with Horses, LLC, The City of Greensboro, Second Harvest Food Bank of NW NC and Sponsors of the Event, their officers, employees and agents shall not be liable for any such claims. I hereby consent and affirm the foregoing Liability Waiver. By affirming and consenting to the liability waiver of risk agreement, it is my intention that terms of the document by and through my consent are as effective.

The undersigned does hereby give full permission for the use of my photograph or images, whether commercial or noncommercial, to be used by Running with Horses, LLC, The City of Greensboro, Second Harvest Food Bank of NW NC and Sponsors of the Event, their officers, employees and agents. I understand the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in an attendance at the Event. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Event. I waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason.

I further agree that this document is governed by the laws of the State of North Carolina and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE HAVING CAREFULLY READ, FULLY UNDERSTOOD, AND AGREE TO THE ABOVE WAIVER, RELEASE AND INDEMNITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND HAVE AGREED TO IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of Participant

Signature (if participant is minor, parent/guardian signature)

Date

Address, City, State, Zip

Phone Number