

KOOL EVENTZ, LLC

Spectator and Volunteer Assumption of Risk, Waiver of Liability, Indemnification and Image Release Agreement

As a spectator or volunteer of Kool Eventz, LLC competition(s), race(s), Photo and video productions and related events and/or activities (the "Event"), I, the undersigned, acknowledge, appreciate, and agree that:

1. There is a risk of injury from the activities involved in the Event as a spectator or volunteer, and I understand that there is a potential related risk to me due to my presence at or near the Event. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES or others, and assume full responsibility for my participation as a spectator/volunteer. In the event I observe any unusual and/or significant hazard during my presence, I will remove myself from the area that I perceive as a hazard and shall bring such hazard to the attention of the nearest event official;
2. I, for myself, and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE, and COVENANT NOT TO SUE, Kool Eventz, LLC, its owners, officers, directors, employees, representatives, volunteers, Event officials, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the Event (the "Released Parties") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I further agree to indemnify, defend and hold harmless the Released Parties from any loss, liability, cost, claims or damages arising from my participation in or association with activities and events organized and sponsored by the Released Parties or connected with the Events, including but not limited to, reasonable attorney fees;
3. My attendance as a spectator or volunteer at the Event is entirely voluntary, and I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify the Released Parties from any and all liability or claims arising out of such treatment;
4. I authorize appropriate emergency medical personnel at the Event to administer first aid and other medical treatment in the event of injury or illness and I agree to assume all costs of emergency medical care and transportation;
5. The Released Parties reserved the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Released Party that might affect the health and/or safety of the participants, volunteers and spectators;
6. I hereby grant permission to the Released Parties to photograph, film, videotape and otherwise record the below name volunteer or spectator at and or connection with the Event and subsequently to disseminate, telecast, reproduce and otherwise utilize the same for no charge or remuneration in whatever manner the Released Parties shall deem appropriate. Such permission shall include the unlimited right to make use of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Released Parties and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Released Parties from all present and future claims regarding my participation in the Events

that may be made by me, my family, estate heirs, or assigns;

7. Kool Eventz, LLC reserves and restricts the usage of any photograph, film and videotapes representing the Fun Glow 5k or Kool Eventz for its own commercial use. Furthermore any photos taken with any photographic equipment shall not be used to represent Fun Glow 5k or Kool Eventz without the express written consent of Kool Eventz LLC. False representation or representation of Fun Glow 5k, Kool Eventz LLC or any of its aliases or assigns without express written consent will be prosecuted to the fullest extent of the law.

8. I have read the Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights by signing it, and sign it freely and voluntarily.

First Name (Please Print)

Middle Initial

Last Name (Please Print)

Phone Number

Email Address

Volunteer/Spectator signature

Date

EMERGENCY CONTACT NAME _____ PHONE _____

PARENT/GURDIAN CONSENT FOR MINORS (IF UNDER 18) (REQUIRED)

The undersigned, _____ (Parent or guardian), referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____ (Minor), does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as the Released Parties from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said the Released Parties because of any defect in or lack of such capacity to so act and release said the Released Parties on behalf of the undersigned.

(Please Print) Parent/Guardian Name

Signature

Relationship to Minor

Date