



GENERAL LIABILITY WAIVER AND RELEASE

All Participants in United Way of Northern New York Activities and Events

In consideration of the opportunity provided by United Way of Northern New York ("UWNNY") to participate in its events, I hereby voluntarily state, represent and agree as follows:

I am voluntarily entering or agreeing to participate in UWNNY's event(s), as well as activities related thereto (collectively, the "Events"). I agree not to enter or participate in any of the Events unless I am healthy, medically able, and properly trained and agree that it is my responsibility to consult with a physician prior to my participating in the Events to determine if I am medically able to participate in the Events. I agree to abide by any decision of an Event official relative to my ability to safely complete any Event.

I recognize that participation in the Events is a potentially hazardous activity and I willingly assume all risks associated with such participation, including, but not limited to, falls; contact with other participants, spectators, or others, or vehicular or other traffic; the effects of the weather, including heat and/or humidity, wind, cold, and wet or slippery surfaces; physical injury from the act of running itself; falling tree branches or other overhead objects; traffic; and the crowded nature and other conditions of the course, all such risks being known and appreciated by me.

LIABILITY WAIVER AND RELEASE: Having read this Waiver/Release and knowing these facts, and in consideration of your acceptance of my application for the Event(s), I, for myself and anyone entitled to act on my behalf, do hereby waive, release, discharge, hold harmless, and covenant not to sue (a) United Way of Northern New York Inc., United Way of New York State, United Way Worldwide and its constituent associations; the Village and Town of Canton, the State University of New York at Canton, the City of Watertown, its agencies, departments and officials; (b) all sponsors and officials of the Events(s); (c) the employees, and volunteers, including medical volunteers; and (d) all owners and lessors of equipment or premises on or in which any Event takes place, and other representatives, agents, and successors of each of the foregoing (the "Releasees"), from any and all present and future of claims and liabilities of any kind, known or unknown, arising out of my participation in the Events, even though such claim or liability may arise out of negligence or fault on the part of any of the Releasees.

I further acknowledge that the Releasees reserve the right to change the details (such as the date, start time, course, and distance) of, and amenities offered at, the Events at any time for any reason, and I hereby waive and release any claims that I may have as a result of any such change.

MEDICAL AUTHORIZATION: I grant the Releasees and their designees permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of my participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility. I also grant the Releasees access to my medical records and physicians, as well as other information, relating to medical care that may be administered to me at any such medical facility as a result of my participation in the Events.

TEXT MESSAGE AND CALL ALERTS: I understand and acknowledge that UWNNY may send me ongoing text message and prerecorded call alerts (including by automatic telephone dialing systems) related to any Events in which I participate. I consent to receive text message and call alerts regarding date or time changes, weather updates, my location or placement in Event(s) and other Event-related information. I understand that my consent is not required to participate in any Event or a condition of any purchase, and that I may withdraw my consent at any time for text message and prerecorded call alerts by sending an email to UWNNY at info@unitedway-nny.org stating that I no longer wish to receive text message alerts and prerecorded calls. My withdrawal will be put into effect no later than 24 hours from the time my email is

received by UWNKY. Standard message, data, and other fees may be charged by my carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which I am responsible. Not all phone and/or carriers are supported. I may contact my carrier for further details.

PUBLICITY RELEASE: I grant permission to UWNKY to use, publish or license or authorize others to use, publish or license any photographs, motion pictures, video or sound recordings, and/or any other record of my participation in the Events, including, but not limited to portrait, picture, likeness, image and/or personal information, such as name, age, gender, domicile, race results, club affiliation, for any purpose without remuneration.

ARBITRATION: I do hereby agree that any current or future controversy or claim between me and any of the Releasees (including their former, current, or future related affiliated entities) and/or between me and any of the Releasees' former, current, or future partners or employees (in their institutional or personal capacities) (each a "Covered Person") arising out of or relating to my participation in Events must be resolved by confidential, final and binding by a private and impartial arbitrator to be jointly selected by me and the Releasees from a list of neutral arbitrators provided by JAMS. I further agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law, except punitive or exemplary damages. I acknowledge that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, and that the award may be vacated or modified only on the grounds specified in the Federal Arbitration Act or other applicable law. I understand that any arbitration conducted pursuant to this agreement shall take place in Jefferson County, New York.

In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for rights or benefits to which I am not otherwise entitled and the more expeditious and confidential resolution of any such disputes.

CLASS/COLLECTIVE WAIVER: I hereby agree that all claims must be pursued on an individual basis only. By signing this agreement, I hereby waive my right to commence, or be a party to, any class or collective claims or to bring jointly any claim against the Releasees with any other person.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER/RELEASE, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO BRING ACTIONS AGAINST THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THE WAIVER/RELEASE FREELY AND VOLUNTARILY, AND THAT I INTEND BY MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEES TO THE FULLEST EXTENT ALLOWED BY LAW.

I EXPRESSLY AGREE THAT THIS WAIVER/RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK AND THAT THIS WAIVER SHALL BE GOVERNED BY AND INTERPRETED BY THE LAWS OF THE STATE OF NEW YORK. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS WAIVER/RELEASE SHALL BE HELD TO BE INVALID, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS WAIVER/RELEASE, WHICH SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.

Participant Full Legal Name (Print)

Participant Age on the Date of the Event(s)

Participant Signature

Legal Parent or Guardian Signature if Participant is Under the Age of 18 Years