

ROMAN RUN 2020 VIRTUAL EVENT WAIVER

This document serves as the waiver, release, and/or agreement (“the Waiver”) for my entry as the participant who has signed below for this event, the ROMAN RUN 2020 (hereinafter the “Event”).

Agreement to Be Legally Bound

In consideration of accepting this entry, I, the participant, intending to be legally bound, hereby waive or release any and all rights and claims for damages or injuries that I may have or allege to have against ROMAN CATHOLIC HIGH SCHOOL, the ROMAN CATHOLIC HIGH SCHOOL ALUMNI ASSOCIATION, the Event Director and Organizers, any and all sponsors or advertisers, and all of the agents, representatives, employees, or volunteers (Individually and Collectively referred to as the “Released Parties” and/or “Event Organizers”), for any and all injuries to me or my personal property and with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney’s fees) of any kind or nature which may arise out of, result from, or relate in any way to my participation in the Event This release includes all injuries and/or damages suffered by me before, during or after the Event. I recognize, intend and understand that this release is binding on myself, my spouse, children, guardians, my heirs, next of kin, executors, administrators, assignees, and/or other any legal and personal representatives. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for liability against any of the Released Parties or Event Organizers, that I will indemnify, defend and hold harmless each of the Released Parties or Event Organizers from any such liabilities.

Acknowledgment of Inherent Hazards and Risks

I know that running or walking poses inherent risks and hazardous activity and may represent an extreme test of a person’s physical and mental limits. I should not enter the Event and run/jog/walk or otherwise participate unless I am medically able to do so and properly trained. I understand and acknowledge the risks and dangers and assume all risks associated with participating in this event including, but not limited to: the potential for serious bodily injury, sickness and disease, permanent disability, paralysis, and loss of life; the loss of or damage to equipment/property; the exposure to extreme conditions and circumstances including but not limited to the weather; falls; contact with other participants, spectators, animals, or other natural or manmade objects; imperfect course, trail, or track conditions; the dangers of running at night, in the dark, in poor lighting; in, near, or around vehicle traffic; due to land, water, and surface hazards in the area in which I choose to participate; inadequate safety measures taken by me; the use of electronic devices during participation such as, but not limited to, a phone, smartphone, any music playing device, headphones, ear buds, or the like; situations beyond the immediate control of the Event Direct and Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I acknowledge all such risks are known, understood and assumed by me.

Furthermore, I know that participating in an event such as this Event, that is organized as a **virtual activity** where I participate on my own, at a date and time of my choosing between SUNDAY, NOVEMBER 8, 2020 and SUNDAY, NOVEMBER 15, 2020, in a location and running route of my choosing, which **will not have any support, medical assistance, or security measures** in place by ROMAN CATHOLIC HIGH SCHOOL AND the ROMAN CATHOLIC HIGH SCHOOL ALUMNI ASSOCIATION is a potentially hazardous activity. I acknowledge that I am participating in the activity outlined by this virtual event by my own free will and at my own personal risk. I will not participate in a virtual event unless I take the necessary precautions on my own to safely participate, including but not limited to following all pedestrian safety ordinances and the rules of the road.

I also agree to abide by the Center for Disease Control’s (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC’s guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>.

Furthermore, I attest that if my community, that is the area in which I will be participating in this virtual event, has a stay-at-home, shelter in place, or other such order, or any other such restrictions or limitations, that I will only participate in the virtual event to the extent legal permissible.

Abide by Organizer Decisions

I agree to abide by any decision of a race official relative to any aspect of my participation in the Event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I having read the rules of the virtual race scheduled for SUNDAY NOVEMBER 8, 2020 to SUNDAY NOVEMBER 15, 2020 including the terms in this waiver, the timeline of the virtual event, and agree to abide by them.

Participants Representations

I hereby represent that: (i) I, the signer/participant, am at least eighteen (18) years of age or older, or I am authorized to sign this waiver for a participant who is under 18 years old as their parent or legal guardian; (ii) I certify as a material condition to my being permitted to enter the Event that I am in good health, physically fit, and sufficiently trained for the completion of this Event and that my physical condition has been verified by a licensed Medical Doctor; and (iii) I will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that: (i) it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event at the time of my choosing, and (ii) I am responsible for my own safety and well-being at all times and under all circumstances for the Event.

Medical Treatment

In the event of my illness, injury, or medical emergency arising before, during or after the Event, I agree that I will not participate if unfit to do so, seek treatment, and/or be fully responsible for payment of any and all medical services and treatment rendered to me, including but not limited to medical transport, medications, treatment and hospitalization as I will be doing this virtual event on my own time and at the location of my choosing.

Permission for Use of Likeness in Photographs, Video, etc.

I grant permission to all of Released Parties or Event Organizers to use my photographs, video or audio recordings that I may share online as part of the Event, personal data provided during registration and post-event reporting, or any other record of this event for any legitimate purpose. Further, I grant permission to all the foregoing to use my name, voice, and images of myself in any such photographs, video or audio recordings, results, publications, or any other materials of the Event for legitimate purposes.

Refund Policy

I understand that this event does not provide for refunds, and by signing this waiver, I consent that I am not entitled to a refund before, during, or after the event.

Acknowledgement of Reading

By signing and submitting this waiver and my entry, I (or a parent or adult guardian for all children under 18 years old) acknowledge having read this waiver and knowing these facts and, in consideration of accepting my entry, I the below signed participant, for myself and anyone entitled to act on my behalf, agree to all the terms and conditions of the above waiver.

Name (Printed): _____

Signature: _____

Date: _____

Parent's Signature, if under 18 years old: _____

Date: _____