

PLEASE READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by Wilkes University in consideration for permitting me to participate in the **2023 Wilkes University Glow Run** event; and I further understand and acknowledge that my statements are being relied upon by race organizers, administrators, volunteers and other parties defined below as the "Released Parties."

I acknowledge that the 2023 Glow Run that I have registered for (hereinafter "the Event") is a test of a person's physical and mental limits and may result in risks, which among other things, include but are not limited to scrapes, bruises, twisted ankles and various injuries to the body, including death and heat and stress related issues. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my personal equipment and my conduct in connection with the Event. I understand that this Event is a drug-free and alcohol-free Event, and I agree not to use drugs or alcohol.

On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE Wilkes University, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), volunteers, public officials, emergency responders, all other persons or entities involved with the Event, the City of Wilkes-Barre and other governmental bodies and locations in which the Event or portions of the Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, any Wilkes University Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses.

I acknowledge and ASSUME ALL OF THE RISKS and aspects of the Event. I acknowledge that running, walking and other portions of an event are inherently dangerous and I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in the Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties.

I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or

damage to any other person.

I AGREE that prior to participating in an Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director. I FURTHER GRANT to Event organizers, Wilkes University, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, email in any broadcast, telecast, commercial advertisement, promotion, or other account of the Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

I understand that unforeseen obstacles, and dangers, natural or manmade will occur during the Event and that I am participating with caution and take full responsibility to take proper action to avoid these unforeseen obstacles, and dangers. I understand that the Event takes place in the evening hours, and lighting will be poor throughout the Event.

I acknowledge that I am at least 18 years old and have all of the legal capacity and authority to execute this Waiver Agreement.

If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT IN ITS ENTIRETY.

Name (please print) \_\_\_\_\_

Signature (IN INK) \_\_\_\_\_ Date: \_\_\_\_\_