

**FILA Relays
WAIVER AND RELEASE**

Participant Name: _____ Age: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Emergency Contact & Number: _____

I, the undersigned, wish to participate in the Fila Relays at Zilker Park, Austin, Texas (the "Event"). I understand that participation in the Event is strictly voluntary, and I understand that there are dangers inherent in the activities held at the Event, as well as unknown dangers, and that it is possible that accident, property damage or loss or personal injury could occur while I am participating. I have full knowledge of, or have otherwise had the opportunity to investigate and consider, all of the actual and potential risks involved in participating in the Event, and, nonetheless, I am willing and am physically able to participate in the Event.

In consideration for my participation in the Event, I, together with my heirs, successors and assigns, hereby expressly release and discharge each of the following persons, including their respective affiliates officers, directors, employees, representatives, agents, contractors, members, shareholders and other equity owners (collectively, the "Released Parties") from any and all liability whatsoever for any claims or causes of action I now have or in the future may have for damages for personal injury, including death, and/or loss or damage to property belonging to me or others, arising out of or in any way connected with my participation in the Event, whether brought by me or any third party on my behalf: FILA U.S.A., Inc. and its affiliates, RunTex, Washington Mutual Home Loans & James Allen, Texas City Sports, Tacodeli, Krutz Photography, Town Lake Foundation, The Genesis Agency, Austin Parks and Recreation, and RunFAR Racing Services . This Waiver and Release shall include, but not be limited to, liability caused by negligence of the Released Parties. In addition, I hereby expressly grant each of the Released Parties the right to photograph, video or film me and use, copy and/or display my picture, silhouette and other reproductions of my physical likeness (regardless of media) in connection with the Event or promotion of any future event substantially similar to the Event and sponsored by any of the Released Parties, without payment of compensation or royalty of any kind and without liability for invasion of privacy, libel or other cause of action. I further give each of the Released Parties the right to record and reproduce in any manner whatsoever my voice and to use, copy or play such recordings in connection with the Event or promotion of any future event substantially similar to the Event and sponsored by any of the Released Parties, without payment of compensation or royalty of any kind and without liability for invasion of privacy, libel or other cause of action.

ACKNOWLEDGING THE ACTUAL AND POTENTIAL RISKS OF PARTICIPATING IN THE EVENT, I HEREBY AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY DAMAGES OR LIABILITIES THAT MAY ARISE OUT OF MY PARTICIPATION IN THE EVENT, OR ATTENDANCE AT THE BEER GARDEN, AND I AGREE NOT TO SUE ALL OR ANY OF THE RELEASED PARTIES FOR ANY DAMAGES THAT I HAVE WAIVED, RELEASED AND DISCHARGED HEREIN OR FOR WHICH I HAVE ASSUMED FULL RESPONSIBILITY THEREFOR. I SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY SUITS, CLAIMS, PROCEEDINGS, LIABILITIES, DAMAGES, PENALTIES OR AWARDS ASSESSED AGAINST IT AS A RESULT OF MY ACTIONS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, THE BREACH BY ME OF ANY AGREEMENT CONTAINED HEREIN. I AGREE NOT TO ENTER THE BEER GARDEN UNLESS I AM LEGAL DRINKING AGE IN THE STATE OF TEXAS AND AM ABLE TO PROVIDE APPROPRIATE LEGAL IDENTIFICATION CONFIRMING MY AGE.

THIS WAIVER AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS WAIVER AND RELEASE, THE SUBJECT MATTER HEREOF, OR ANY BREACH HEREOF, SHALL BE BROUGHT IN A COURT OF LAW (WHETHER STATE AND/OR FEDERAL) LOCATED IN AUSTIN, TEXAS. BY EXECUTION OF THIS WAIVER AND RELEASE, I HEREBY (I) IRREVOCABLY ACCEPT THE JURISDICTION OF, AND WAIVE ANY OBJECTION I MAY HAVE TO THE LAYING OF VENUE IN, THE AFORESAID COURTS AND (II) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY.

I HAVE READ THIS WAIVER AND RELEASE CAREFULLY, FULLY UNDERSTAND IT AND VOLUNTARILY AGREE TO ITS TERMS.

Signature of Participant: _____

Date: _____

IN THE EVENT THAT THE PARTICIPANT IS NOT AT LEAST 18 YEARS OLD, THE PARTICIPANT WILL HAVE TO SUBMIT A PROPERLY SIGNED PARENTAL/GUARDIAN AGREEMENT IN ORDER TO PARTICIPATE IN THE EVENT.

PARENTAL/GUARDIAN AGREEMENT

I, the undersigned, hereby represent that I am at least 18 years old and that I am the parent or legal guardian of the participant named on the attached FILA Relays WAIVER AND RELEASE (the "Participant"). On behalf of the Participant, myself, the Participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant (the "Participant Parties"), I hereby irrevocably and unconditionally:

- 1) Agree to all of the terms of the attached FILA Relays WAIVER AND RELEASE (the "Waiver and Release").
- 2) Agree to cause the Participant to comply with the terms of the Waiver and Release.
- 3) Agree not to take any actions that would assist or cause the Participant to invalidate, renounce, negate, revoke, or disclaim any part of the Waiver and Release.
- 4) Agree to hold harmless, indemnify, and reimburse each of the Released Parties from and for any suits, claims, proceedings, liabilities, penalties, awards or damages incurred in connection with or arising out of the Participant's participation in the Event or the breach by me of any representation or provision of this Parental/Guardian Agreement.
- 5) Authorize and permit IPC Sports, Inc., its agents or event personnel to administer first aid to the Participant, and to authorize such other medical treatment and transportation as may be recommended by physicians, and other medical personnel, in the event of any illness, accident or injury to the Participant.

I HAVE READ THE WAIVER AND RELEASE, AND THIS AGREEMENT, CAREFULLY, AND I FULLY UNDERSTAND THEIR CONTENT AND VOLUNTARILY AGREE TO THEIR TERMS.

Name (Please Print): _____

Parent/Guardian
Date: _____

Signature: _____