



## **Cary Shuffle Waiver and Release**

### **WAIVER CARY 26 EDUCATION FOUNDATION REGISTRATION AGREEMENT AND LIABILITY**

**WAIVER (the "Agreement and Waiver").** By indicating your acceptance, you understand, agree, warrant and covenant as follows: Authority to Register and/or to Act as Agent. You represent and warrant to The Cary 26 Education Foundation ("Cary Education Foundation") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Cary Education Foundation refers to The Cary 26 Education Foundation and any and all partners, sponsors, or entities that are associated by the Cary Education Foundation singly or together and its officers, employees, contractors, subcontractors and agents. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 17, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

**Waiver.** YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENENT NOT TO SUE CARY EDUCATION FOUNDATION FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY. Cary Education Foundation makes no warranty that the PayPal and/or associated website services will be uninterrupted, secure or error free. Cary Education Foundation does not guarantee the accuracy or completeness of any information in, or provided in connection with, the mentioned sites. Cary Education Foundation is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Cary Education Foundation website(s) is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.



**Indemnification.** You agree to indemnify and hold Cary Education Foundation, foundation partners, and sponsors harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your participation in this event and/or use of this website or the violation of any term of this Agreement and Waiver by you. Applicable Law; Consent to Jurisdiction. The Cary 26 Education Foundation is controlled by the foundation board of directors from its offices within the State of Illinois, United States of America. By completing this event registration, both you and Cary Education Foundation agree that the statutes and laws of the State of Illinois, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration as well as this event participation, this Agreement and Waiver, the Terms of Use or other use of the Cary Education Foundation website. You agree that exclusive jurisdiction for any dispute with Cary Education Foundation resides in the courts of the State of Illinois and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Illinois in connection with any dispute including any claim involving Cary Education Foundation or its affiliates, partners, sponsors, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

**Severability.** You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW; YOU AGREE TO THE WAIVERS AND DISCLAIMERS; YOU UNDERSTAND THERE ARE NO REFUNDS. I am the parent and/or natural guardian of the above signed minor child participant and in consideration of the permission, extend to my child to participate in the event. By my signature, I certify the participant: (1) is my minor child or ward; and (2) has no history of injury or disease which might be affected by this event. I further represent that I am fact acting in my capacity as parent and/or guardian, and understand and agree to the terms of the above waiver and release. I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns, waive and release any and all rights, claims and courses of action I have or may have against Cary Education Foundation and its affiliates, partners, sponsors, their agents, employees, officers, directors, successors and assigns and any and all sponsors, their representatives and successors, that may arise as a result of my participation in the Glow Run and any pre- and post- event activities. I attest and verify that I am physically fit and have sufficiently trained for the completion of this event. Further, I hereby grant full permission to



any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose including commercial advertising, without monetary payment to me.