Des Moines St. Paddy's Marathon, Half Marathon & 5K - Participant Waiver

WAIVER AND RELEASE

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 All Community Events, Inc. in consideration for (i) issuing me a single event license or permit, and/or (ii) permitting me to participate in any All Community Events Inc. event; and I further understand and acknowledge that my statements are being relied upon by race sponsors, organizers, administrators, volunteers and other parties defined below as the "Released Parties."

1. I acknowledge that Des Moines St. Paddy's Marathon, Half Marathon & 5K I have registered for (hereinafter "Event") is a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event that I elect to enter. I have no physical or medical condition that would endanger myself or others if I participate in any Event, or would interfere with my ability to safely participate in any Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with any Event. I understand that this Event is a drug?free and alcohol?free Event, and I agree not to use drugs or alcohol. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

2. 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 All Community Events Inc., 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 an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an 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 daims, 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 All Community Events Inc. 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 an Event site or elsewhere), and any Claims for medical or hospital expenses.

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

4. 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.

5. 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, All Community Events Inc., 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 an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

6. 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

7. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

8. 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.

BIB NUMBER OR NAME

Signature of Participant (or Parent/Guardian if under 18)