

Cooper River Bridge Run Waiver

PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY AGREEMENT (?AGREEMENT?)

In consideration for allowing me to register and participate in the Cooper River Bridge Run and its pre and post race activities, (?Event?), I, agree as follows:

1. I acknowledge that participating in the Event and/or its related activities involves an above-average risk of personal injury, and I voluntarily assume all risks associated with my participation in the Event. I represent and warrant that I am in good health and have no physical conditions that affect my ability to participate in the Event and I have not been advised otherwise by a medical practitioner.

2. I assume full responsibility for my participation and the risk of injury, even if arising from the negligence of those persons released from liability below (Releasees), which may not be reasonably foreseeable by anyone at any time, whether caused by the condition of the course, property, facilities, or equipment used during the Event including, without limitation, weather conditions such as high heat and/or humidity, traffic and the condition of the road, all such risks being known and appreciated by me. I agree that I will advise Event personnel of any unsafe condition that I observe on the course and I will refuse to participate or continue in the Event until all unsafe conditions have been remedied. I assume all said risks associated with my participation in the Event and the risk of injury caused thereby.

3. I, on behalf of myself, my personal representatives, heirs and assigns, hereby fully and forever releases, waives, discharges and covenants not to sue the Cooper River Bridge Run, LLC, The Boeing Company, BENEFITFOCUS, Harris Teeter, LLC Anheuser-Busch, LLC, AB Wholesalers, and each of their respective corporate parents, subsidiaries, affiliated entities employees, agents, officers, volunteers, and assigns, and all municipal agencies whose property and/or personnel are used, and all other sponsoring or co-sponsoring companies or individuals related to the Event (collectively, ?Releasees?) on account of any and all loss(es), damage(s) and any and all claims or demands, whether foreseen or unforeseen, present or future, known or unknown therefore, on account of injury to me or property or resulting in my death, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, whether in whole or in part, in connection with my participation in the Event, except that which is as a result of gross negligence and/or wanton misconduct. I further agree to indemnify, defend and hold harmless Releasees from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney?s fees), lawsuits, costs and expenses incurred by Releasees arising out of my participation in the Event.

4. I give permission for Releasees to use my biography, name and likeness in connection with the Event, and also any publicity, advertising and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Releasees all rights I may have to my biography, appearance, name, voice, photo, video or film likeness that have been captured in connection with the Event. I consent to appear in broadcasts of the Event in perpetuity. I further agree that all photographs, video tapes, and/or audio tapes taken or recorded of me by the Releasees in connection with the Event shall be the exclusive property of the Releasees and may be published, reproduced, televised, exhibited, broadcast, sold, copyrighted, assigned and

used in any manner whatsoever (including advertising and promotion but not for endorsing any products or services other than any product or service of the Releasees) without further consent from or payment to me and I hereby forever release and discharge the Releasees from any claims, actions, damages or demands whatsoever by reason of any such use.

5. In connection with any injury or other medical conditions I may experience during the Event, I consent to be removed and authorize whatever medical treatment is deemed necessary by medical and event personnel, in their discretion. I further agree that I will be fully responsible for payment of any and all medical services, ambulance transport service, and treatment rendered to me.

6. I agree to conduct myself in a professional manner and treat all colleagues, officials and spectators respectfully. I consent to my immediate removal from the Event if I (a) violate the prohibition on headphones/earphones, strollers, bikes, skates, or other wheeled devices; (b) in any way endanger the safety of others; (c) fail to follow the rules of the Event; or (d) fail to follow the instructions of Event officials.

7. I understand and agree that the entry fee is NON-REFUNDABLE.

8. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

9. I also represent and warrant to Releasees that I have full legal authority to complete this event registration on behalf of myself and/or any other party I am registering (the "Registered Parties"). If I am registering a child under the age of 18 or an incapacitated adult, I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on his/her behalf and by proceeding with this event registration and participation in the Event, agree that the terms of this Agreement shall apply equally to all Registered Parties.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS, AND HEREBY AGREE TO ITS TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.