

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the, "MSDPO 5K Fun Run / Walk" {the "Event"} as a walker, runner, volunteer or any other capacity, I, for myself and for my heirs, next of kin, assigns and personal representatives:

1. Represent that I am qualified, in good health and in proper physical condition to participate in the Event. If at any time during my participation in the event I feel my physical condition no longer allows me to participate safely or I believe the event becomes unsafe, I will immediately stop my participation.

2. Acknowledge and understand fully that there are risks and dangers of serious bodily injury and death that could result from my participation in the Event. The risks include, but are not limited to, weather, equipment, actions of other people including coaches, event officials, other participants and volunteers, spectators, sponsors, event monitors, producers, organizers, police and municipal workers and operators of motor vehicles in or around the area in which the Event will take place. These risks are inherent in athletics and events that involve large numbers of people and take place in parking lots and streets. Being aware of these risks and dangers, I have voluntarily elected to participate in the Event and I FULLY ACCEPT AND ASSUME ALL RISKS AND ALL RESPONSIBILITY FOR ANY INJURY, LOSSES AND DAMAGES TO PERSON OR PROPERTY THAT I INCUR AS A RESULT OF MY PARTICIPATION IN THE EVENT.

3. HEREBY AGREE NOT TO SUE AND TO RELEASE, DISCHARGE, WAIVE, HOLD HARMLESS AND TO INDEMNIFY the Missouri School for the Deaf, Missouri School for the Deaf Parents' Organization and its affiliates and their officers, directors, employees, volunteers, sponsors, advertisers, participants, agents and representatives, and all other sponsors, organizers, volunteers, officials, medical workers, producers, lessors and organizers and any involved municipalities or other public entities and each of the directors, officers, employees, agents, representatives, successors, heirs and assignees of any of the above individuals and entities (collectively and individually "Releasees") FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS AND PROCEEDINGS, REGARDLESS OF THE CAUSE, INCLUDING THE NEGLIGENCE OR CARELESSNESS OF ANY RELEASEE, ARISING OR RESULTING FROM MY PARTICIPATION IN THE EVENT.

I have read this agreement and understand that I have given up substantial rights by agreeing to it. I have agreed to this agreement freely and voluntarily without any inducement or assurances of any nature. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT ALLOWED BY LAW, EVEN THOUGH THAT LIABILITY MAY ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES LISTED ABOVE, and I agree that if any portion of this agreement is held to be invalid, the balance shall continue to be in full force and effect.

Please acknowledge that you have read and agreed to these terms on the registration portion of this flyer.