

PARTICIPATION AGREEMENT & COMPLETE WAIVER AND RELEASE

In consideration of being allowed to participate in the **2017 Marrow on the Move 5K Walk/Run/Ride** ("Event"), I acknowledge, appreciate, and agree that:

Risks. Risks of activities in the Event are significant, including severe personal injury and death. Rules, equipment, and personal discipline may reduce, but not eliminate the risks.

Release. I knowingly and freely assume responsibility for my participation and all risks, known and unknown. For myself, my heirs, assigns, next of kin and anyone else who might claim through me or on my behalf, I forever release, indemnify and hold harmless Regents of the University of Minnesota, its regents, officers, directors, employees, volunteers, leaders, sponsors, Event staff members and organizers, and each of their agents, representatives, successors and assigns, and all other persons associated with the Event ("**Releasees**") from any and all loss, cost, expense, injury or damage of any kind, including (together and singly, "**Claims**"). **THIS RELEASE APPLIES EVEN TO CLAIMS BASED IN WHOLE OR IN PART ON RELEASEES' NEGLIGENCE, TO THE EXTENT PERMITTED BY LAW, BUT NOT RELEASEES' WILLFUL OR WANTON ACTS.**

Photo Release. I grant Releasees full permission to use images, recordings or any other record of me while participating in the Event in any medium. I agree that my name and identity may be revealed therein or by descriptive text or commentary.

General. I have no medical condition that would inhibit participation in the Event. I will follow the direction of the Event staff members and comply with the stated and customary precautions for participation in the Event. Event staff members may render first aid and/or obtain medical treatment deemed necessary. I will be financially responsible for all costs incurred thereby, regardless of insurance coverage.

Jurisdiction. The laws of the State of Minnesota govern validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating thereto shall be in the State Courts in Hennepin County, Minnesota.

IF PARTICIPANT IS UNDER AGE 18, PARENT OR LEGAL GUARDIAN MUST AGREE TO THE FOLLOWING:

I, parent/legal guardian of this participant, consent and agree to the above release and, for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Releasees from any and Claims.

I HAVE READ THIS LEGALLY BINDING DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.