



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the 2018 River North Business Association Challenge (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the River North Business Association, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. By signing this Waiver and Release of Liability, I agree to the following:

1. I am voluntarily participating in this event entirely at my own risk.
2. I warrant that there are no health related reasons or problems which preclude my participation in this Activity.
3. I am aware that the Activity is competitive in nature and myself or other participants in the Activity may act in a way that increases the possibility of injury.
4. I am aware that the Activity requires myself and other participants to participate in physical and mental challenges at each of the pre-determined challenge locations. I acknowledge that participating in these physical and mental challenges carries potential risks, including but not limited to, property damage, physical injury or even death.
5. I am also aware that the Activity requires myself and other participants to travel between the challenge locations, which will require me to travel outside on various surfaces, including but not limited to, sidewalks, alleys, and streets while traffic is present. I acknowledge that this travel to and from the challenge locations carries the potential for danger, including but not limited to, property damage, physical injury, or even death.
6. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the challenge locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity,

including travel to, from, and during the Activity.

7. I understand the River North Business Association or its agents will be taking pictures or video of the event and the individuals involved in the event, including but not limited to participants, volunteers, and venue staff. By signing below, I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the River North Business Association, producers, sponsors, organizers, and assigns. I agree to allow the River North Business Association, its agents or assigns, the unlimited use of my likeness for advertising, promotion, trade, or any other similar lawful use. I also waive any right to inspect or approve finished product or advertising copy using my likeness
8. I hereby acknowledge and agree that my participation in the Activity involves risks of injury to persons and I assume full responsibility for such risks. I hereby release and hold the River North Business Association harmless from all liability to myself for any loss or damages and forever gives up any claim or demands therefore, on account of injury to my person or property, including injury leading to death, whether caused by the active or passive negligence of the River North Business Association or otherwise.
9. I agree to indemnify and hold harmless the River North Business Association against any and all claims, suits, or actions of any kind whatsoever for appropriation of my likeness, liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf.
10. I acknowledge that the River North Business Association and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the River North Business Association.
11. I agree that if any provision in this Waiver and Release of Liability is determined to be unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision. Such invalid provision shall be deemed to be severed from this Agreement.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature

Date

Participant's Name

Company

Email