

## RELEASE AND WAIVER OF LIABILITY

By registering for the event you are agreeing to these terms:

Event: 2022 911 Tower Challenge (the "Event")

By registering for this Event, I now become the Participant.

In consideration for permitting Participant to participate in the Event the undersigned, for themselves, and for their respective heirs, personal representatives, and assigns, agree as follows:

**Assumption of Risk:** The undersigned hereby acknowledge and agree that they understand the nature of the Event; that Participant is qualified, in good health, and in proper physical condition to participate therein; and that there are certain inherent risks and dangers associated with the Event. This includes the novel coronavirus, COVID-19. COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in some locations, prohibited the congregation of groups of people. Preventative measures will be put in place including socially distancing participants in order to reduce the spread of COVID-19; however, there is no guarantee that the Participant will not become infected with COVID-19. Further, attending the event could increase your risk of contracting COVID-19. The Participant knowingly and voluntarily, accepts, and assumes responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event.

**Release and Waiver/Indemnification and Hold Harmless:** The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the 911 Tower Challenge Foundation, The 100 Club of Arizona, NAU Army ROTC, NAU Air Force ROTC, its parent and affiliated corporations and charities, Tucson Convention Center, Gila River Arena, Northern Arizona University, any and all municipal agencies whose property and/or personnel are used or in any way assist, all sponsoring or co-sponsoring companies or individuals related to the Event, together with their officers, directors, shareholders, successors and assigns, (collectively "Releasees") from all liability to the Participant and his/her personal representatives, assigns, heirs, executors, and successors for any and all loss(es), damage(s) and any and all claims or demands therefore, on account of injury to Participant, his/her property or resultant death, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with Participants' participation in the Event.

**Permission to Use Likeness/Name:** The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the 911 Tower Challenge.

**Registration Fee:** Participant acknowledges that the entry fee paid is nonrefundable and non-transferable.

**Cancellation of Event:** Participant acknowledges and agrees that the 911 Tower Challenge Foundation, in its sole discretion, may delay or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed or cancelled for any reason, there shall be no refund of the entry fee or any other costs of participant in connection with the Event and the Event may be converted to an online, virtual format where Participant is free to complete the Event on their own wherever they so choose.

**Emergency Medical Care:** The Participant hereby grants to the medical director of the Event, and his/her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. Participant understands that they have the right to refuse medical care and advice of Event medical directors and representatives, if Participant's medical condition becomes such that the Participant's mental capacity is questioned, the physician has the right to recommend and initiate treatment of Participant. It is understood

and agreed that Participant hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

Severability: Participant warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing Participant to participate in the Event. The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arizona.

Acknowledgment of Understanding: The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.