

**ASSUMPTION & ACKNOWLEDGEMENT OF RISKS - WAIVER and
RELEASE OF LIABILITY, AND INDEMNITY RELEASE AGREEMENT**

**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL
CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS OR YOUR CHILD'S LEGAL
RIGHTS AND WILL ELIMINATE YOUR ABILITY OR YOUR CHILD'S ABILITY TO BRING
FUTURE LEGAL ACTIONS.**

In consideration for admission, viewing and being allowed to use the facilities and equipment and to participate in programs and events by the Organizers (defined below) at the Loop the Lincoln Run (collectively all of the foregoing activities are the "Program(s)"), I, the participant, and the participant's parent(s) or legal guardian(s) if the participant is a minor (collectively, "Participant") do hereby agree, to the fullest extent permitted by law, as follows:

1. "Program" means the run and other activities, including but not limited to running at and around the National Mall in Washington, DC 20001 on May 15, 2024.
2. "Organizers" mean the following entities: Mondelez Global, LLC, Organic Trade Association, and Monument Policy Group d/b/a Monument Advocacy.
3. Participant acknowledges that the Program is inherently dangerous and involve inherent risks of physical or emotional injury, and property damage, including without limitation, temporary or permanent disability, paralysis and/or possibly death, which cannot be eliminated completely (without changing the nature of the Program) regardless of the care and precautions taken by Releasees (as defined below). Serious risks and hazards to Participant during the Program could include but are not limited to: risks associated with running including, but not limited to, risks due to physical exertion; serious injury, death, broken limbs, musculoskeletal injuries, overuse injuries, medical conditions resulting from physical activity, exhaustion, injuries caused by equipment or landscape that breaks or otherwise fails, concussions, paralysis, or other potential risks, which may be presently unknown, all of which may result from, without limitation, uneven and/or slippery road and/or trail conditions; changes and variations in steepness of terrain; bumps, loose gravel and potholes; wet surfaces; debris; animals; changes in weather; failure to run in control and within one's ability; collisions with other runners, persons, vehicles, and other obstacles and hazards found on roads and in an outdoor environment; loss of balance; fatigue; overheating from sun exposure; increase in heart rate and metabolism that can be dangerous for several reasons, particularly for people with medical conditions or on drugs or medications, and common injuries even for healthy persons can include dizziness, unconsciousness, or falls which can lead to abrasions, contusions, and fractures; taking photos, videos or using phone or mobile equipment, or otherwise being distracted; sickness associated with eating or drinking (including alcoholic beverages provided by the Participant(s) themselves, Organizers, or third parties); loss of judgement or coordination through consumption of alcohol; and NEGLIGENCE ON THE PART OF THE RELEASEE NAMED BELOW, INCLUDING FAILURE TO SAFEGUARD OR PROTECT PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE, THAT MAY CAUSE SERIOUS INJURY AND POSSIBLY DEATH TO PROGRAM PARTICIPANTS. Participant understands that Participant's participation in the Program may cause such serious injuries, disability, paralysis and/or death. **Participant is aware of the risks that may result from Participant's participation in the Program and Participant assumes all risks associated with Program participation.**
4. Participant is physically capable and fit to participate in the Program and has no medical conditions, illness, or impairment that would prevent Participant's participating in the Program.
5. Participant's participation is purely voluntary, and Participant assumes full responsibility for any Participant or third-party bodily injury, accident, illness, paralysis, death, or loss of or damage to property even IF CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. PARTICIPANT FREELY ACCEPTS AND VOLUNTARILY ASSUMES ALL SUCH RISKS, DANGERS, HAZARDS, AND THE POSSIBILITY OF PARTICIPANT'S OR THIRD-PARTY PERSONAL INJURY, DISABILITY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING FROM PARTICIPANT'S INVOLVEMENT WITH AND PARTICIPATION IN THE PROGRAM.

6. Participant must follow all instruction given by Releasees regarding the Program. Participant shall, during the Program, act in a reasonable and safe manner and shall take all reasonable precautions when using Program equipment. **Participant must follow safe practices, provide appropriate supervision to minors, and wear safety equipment, as appropriate for each activity.**
7. Participant shall stop Program participation if Participant senses or observes any unusual hazard or unsafe condition, or if, at any time, Participant feels or is unable or unfit to safely continue for any reason in the Programs. Participant understands and acknowledges that Participant's safety during the Program is Participant's sole responsibility.
8. In the event of accident or injury, PARTICIPANT AUTHORIZES the Releasees or their service providers to obtain medical assistance deemed necessary in their discretion. Participant assumes responsibility to pay for any and all medical and emergency expenses, including transport, in the event of any accident or injury incurred by Participant during as a result of Program participation regardless of whether Participant subsequently authorized such expenses.
9. **Participants under the age of 18 must have the express permission of a parent/guardian, whose signature appears below and who must remain present during minor's Program participation.**
10. PARTICIPANT KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL CLAIMS THAT PARTICIPANT OR PARTICIPANT'S NEXT OF KIN HAS OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES, AND RELEASES AND FOREVER DISCHARGES THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, CLAIMS, SUITS, DAMAGES, EXPENSES, OR DEMANDS, ARISING FROM OR CONNECTED WITH PROPERTY DAMAGE OR PERSONAL INJURIES, INCLUDING DISABILITY AND DEATH, HOWSOEVER CAUSED, THAT PARTICIPANT OR PARTICIPANT'S NEXT OF KIN OR THIRD PARTIES MAY SUFFER, WHETHER SUCH LIABILITY ARISES BY NEGLIGENCE, BY REASON OF BREACH OF A LEGAL OR STATUTORY DUTY OF CARE, OR OTHERWISE, ON THE PART OF THE RELEASEES ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE PROGRAMS. "Releasees" means Organizers and its parent, subsidiaries, and affiliates and its and their successors and assigns; their respective directors, officers, employees, shareholders, trustees, agents, independent contractors, subcontractors, volunteers, and representatives, including each of their heirs, successors, administrators, affiliates and assigns.
11. PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY, EXPENSE OR COSTS (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) SUFFERED OR INCURRED BY ANY THIRD PARTY RESULTING FROM PARTICIPANT'S PARTICIPATION IN THE PROGRAM.
12. PARTICIPANT AGREES TO AND SHALL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASEES FOR INJURY OR DAMAGE HOWEVER CAUSED, WHETHER BY NEGLIGENCE OR OTHERWISE, AS A RESULT OF PROGRAM PARTICIPATION.
13. For no additional consideration, compensation, or attribution, Participant voluntarily consents, in advance, and authorize Organizers to use Participant's name, photograph, voice or likeness and recorded or filmed versions of the foregoing (collectively "Likeness"), for any lawful purpose, worldwide, in production, television, online, print and other media now known or hereinafter devised and Participant waives any rights of compensation, copyright, privacy and/or publicity Participant, may have in connection with the use of Participant's Likeness.
14. The laws of the State of California (without reference to conflict of law principles) govern this Agreement. This Agreement is intended to be as broad and inclusive as is permitted by the laws of California, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
15. This Agreement will be effective and binding, not only on Participant but also on heirs, next of kin, personal representatives, executors, administrators and assigns of Participant, in the event of Participant's death or incapacity.

16. **PARTICIPANT HAS CAREFULLY READ THIS ASSUMPTION & ACKNOWLEDGEMENT OF RISKS, WAIVER AND RELEASE OF LIABILITY, INDEMNITY, AND FILM RELEASE AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO ITS CONTENTS.** Participant is not relying on any oral or written statement, howsoever made by the Releasees, to induce Participant to participate in the Program on any basis other than my assumption of all risks on behalf of Participant.

Date	Participant's Name (print)	Participant's Signature	Printed Name and Signature of Minor's Parent/Guardian

Address:	Contact Phone Number:	Emergency Contact Info:

Complete for any additional minors attending:

Date	Participant's Name (print)	Participant's Signature	Printed Name and Signature of Minor's Parent/Guardian

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