

**Acknowledgement, Waiver and Release – iCrush5k**

I acknowledge that I am voluntarily participating in the iCrush5k on November 9th, 2014 (the "Event"). I understand that participating in the Event is a potentially hazardous activity that presents various health risks for participants. I further understand that pets, bicycles, skateboards, rollerblades, or scooters are not allowed at the Event and I agree to abide by any and all guidelines set forth by the Associated Persons (as defined below).

I recognize that participation in this activity requires me to be in good physical condition. I certify that I do not suffer from any physical infirmities or illnesses that would affect my ability to engage in these activities. I assume full responsibility for my health and will exercise good judgment in regard to my own health, safety, and well-being while participating in this activity.

I assume all risks associated with competing in the Event, including, but not limited to: acts of God, inclement weather, slipping, falling, equipment failure, negligence of others and other inherent risks may exist in these activities. In registering for the Event, I recognize that there is an inherent risk of injury when choosing to participate in recreational activities.

I understand and voluntarily assume all such risks, dangers, and injuries associated with participation in the Event and agree that neither 99 Percentile, LLC d/b/a Vital Checklists nor any of the organizers of the Event nor either of their representatives, employees, sponsors, agents or other affiliated parties (collectively, the "Associated Persons"), shall be responsible for any loss, damages, or injuries resulting to me, including any injuries that result from the negligence or gross negligence of the Associated Persons.

In consideration of my ability to participate in the Event, I agree to release, indemnify, and hold the Associated Persons, and their owners, directors, officers and employees (if applicable) harmless from or for any claims, causes of action, liabilities, or damages that may arise as a result of or in connection with my participation in this Event and related activities.

I voluntarily assume and accept responsibility for all risks, dangers, and injuries resulting from my failure to obey safety regulations and directions of Event leaders or from the exercise of judgment by such Event leaders made in good faith based on then existing circumstances.

I further agree that the Event and Associated Persons (collectively, the "Licensees") may take still or moving photographs or other recordings of me, or of my property (including any photographs or film footage that I provide to any Associated Person) in connection with the Event (collectively, the "Footage"). I hereby grant the Licensees an irrevocable license to use and reproduce, in whole or in part, the Footage, my name, likeness, image, voice, appearance and any biographical information provided in connection with the Event, for the purpose of promoting the Event and similar future events (and the production and exploitation of the goodwill thereof), in any manner that the Licensees may choose (in their sole discretion), provided that such items are used for a legitimate purpose of the Event or 99 Percentile, LLC.

I understand that it is impossible to guarantee my safety if I participate in the Event. I authorize treatment by licensed medical personnel in the event of an emergency. In case of such an emergency, I authorize any Associated Person to contact the individual identified below as the emergency contact.

\_\_\_\_\_  
Participant Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Emergency Contact (please print)

\_\_\_\_\_  
Telephone Number / Cell number