***WAIVER AND RELEASE OF LIABILITY AND PUBLICITY***

In consideration of the risk of injury while participating in WBEZ 91.5K (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 Chicago Public Media, Inc., located at 848 East Grand Avenue, Chicago, Illinois, its affiliates, and all of their respective employees, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns ("Releasees"), for any physical or psychological injury, including but not limited to serious bodily injury and sickness (including communicable diseases such as COVID-19), broken bones, trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Activity organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers. .

In consideration of my participation in the Activity, I acknowledge, accept and agree:

* That I will neither attend nor participate in the Activity if I, within fourteen (14) days prior to the Activity, (a) have a suspected or confirmed case of COVID-19; (b) show any symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath; and (c) have been in close contact with a person known to have COVID-19 (or any known symptoms thereof).
* To abide by the Center for Disease Control ("CDC")'s recommendations for the prevention of the spread of COVID-19 and other communicable diseases.
* To abide by all federal, state, or local government regulations or health and safety guidance, as well as safety and risk mitigation practices required by officials for this Activity, including, but not limited to, physical distancing, wearing a face mask and any other safety requirements as instructed verbally or in writing by Activity officials or Chicago Public Media, Inc.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, exposure to Covid-19, transmission of Covid-19, Covid-19 infection, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity. I will engage in the Activity in a manner that is safe for myself and others and in compliance with all applicable laws.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Releasees from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Releasees for personal injury or property damage, including but not limited to exposure to Covid-19, transmission of Covid-19 or Covid-19 infection.

I understand that during the Activity I may be photographed, videotaped or otherwise recorded, and I agree that the Releasees may use my actions, likeness, name and indicia of identity, appearance and biographical materials (collectively, “Likeness”) recorded in connection with the Activity by digital means or by any other technology (“Image”); grant the Releasees a worldwide, royalty-free, perpetual license to edit and use, print, publish, broadcast, reproduce, display and distribute the Image and my Likeness, alone, and in conjunction with any Chicago Public Media-related text or graphic content (collectively “Content”) for any purpose, and in any manner and/or medium, including, but not limited to, advertising, publicity or promotional material, in print, video, television, social media or any other media, electronic or otherwise, including websites and the internet without compensation to me or any right of approval by me.

I represent that I am at least 18 years of age.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely entering into this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am agreeing to of my own free will.

# Participant's Name: Participant's Address: Signature: Date:

***WAIVER AND RELEASE OF LIABILITY AND PUBLICITY***

***(Parents/Guardians of Minors)***

In consideration of the risk of injury while participating in WBEZ 91.5K (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, and, if applicable, on behalf of my minor child/ward, 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 (and, if applicable, the participation of my minor child/ward) in the Activity, and do hereby release and forever discharge Chicago Public Media, Inc., located at 848 East Grand Avenue, Chicago, Illinois, its affiliates, and all of their respective employees, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns ("Releasees"), for any physical or psychological injury, including but not limited to serious bodily injury and sickness (including communicable diseases such as COVID-19), broken bones, trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Race organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers. .

In consideration of my participation in the Activity, I acknowledge, accept and agree on behalf of myself and my minor child/ward if applicable:

* That I, and my minor child/ward, will neither attend nor participate in the Activity if we, within fourteen (14) days prior to the Activity, (a) have a suspected or confirmed case of COVID-19; (b) show any symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath; and (c) have been in close contact with a person known to have COVID-19 (or any known symptoms thereof).
* To abide by the Center for Disease Control ("CDC")'s recommendations for the prevention of the spread of COVID-19 and other communicable diseases.
* To abide by all federal, state, or local government regulations or health and safety guidance, as well as safety and risk mitigation practices required by officials for this Activity, including, but not limited to, physical distancing, wearing a face mask before and after the Activity and any other safety requirements as instructed verbally or in writing by Activity officials or Chicago Public Media, Inc.

I (and my minor child/ward, if applicable) am voluntarily participating in the aforementioned Activity and I (and my minor child/ward, if applicable) am participating in the Activity entirely at my own risk. I (and my minor child/ward, if applicable) am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, exposure to Covid-19, transmission of Covid-19, Covid-19 infection, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I (and my minor child/ward, if applicable) understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I (on behalf of myself and my minor child/ward, if applicable) assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity. I (and my minor child/ward, if applicable) will engage in the Activity in a manner that is safe for myself and others and in compliance with all applicable laws.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I (on behalf of myself and my minor child/ward, if applicable) expressly agree to release and discharge Releasees from any and all claims or causes of action and I (on behalf of myself and my minor child/ward, if applicable) agree to voluntarily give up or waive any right that I (and my minor child/ward, if applicable) otherwise have to bring a legal action against Releasees for personal injury or property damage, including but not limited to exposure to Covid-19, transmission of Covid-19 or Covid-19 infection.

I understand that during the Activity I (and my minor child/ward, if applicable) may be photographed, videotaped or otherwise recorded, and I (on behalf of myself and my minor child/ward, if applicable) agree that the Releasees may use my (and my minor child/ward’s, if applicable) actions, likeness, name and indicia of identity, appearance and biographical materials (collectively, “Likeness”) recorded in connection with the Activity by digital means or by any other technology (“Image”); grant the Releasees a worldwide, royalty-free, perpetual license to edit and use, print, publish, broadcast, reproduce, display and distribute the Image and my Likeness, alone, and in conjunction with any Chicago Public Media-related text or graphic content (collectively “Content”) for any purpose, and in any manner and/or medium, including, but not limited to, advertising, publicity or promotional material, in print, video, television, social media or any other media, electronic or otherwise, including websites and the internet without compensation to me or any right of approval by me.

I represent that I am at least 18 years of age and I am the natural or legal parent/guardian of any minor with rights in the Content.

PARENT / GUARDIAN WAIVER FOR MINORS

I hereby certify that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

# Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship to Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_