

WAIVER OF LIABILITY, RELEASE,
ASSUMPTION OF RISK, INDEMNITY & CONSENT AGREEMENT

IT IS THE PURPOSE OF THIS AGREEMENT FOR THE PARTICIPANT (AND PARTICIPANT'S PARENT(S)/GUARDIAN(S), IF APPLICABLE) TO EXEMPT, WAIVE AND RELIEVE RELEASEES FROM LIABILITY, INCLUDING IF CAUSED BY NEGLIGENCE, INCLUDING THE NEGLIGENCE, IF ANY, OF ANY RELEASEES.

"Releasees" include Chicago Public Media, Inc., RUNNING AWAY ENTERPRISES, LLC d/b/a RAM Racing ("RAM") and EnMotive, the City of Chicago, and for each of them, their officers, directors, successors, assigns, agents, affiliates and employees, and any and all sponsors, their representatives and successors.

1. For and in consideration of the Participant's registration with Releasees, its affiliates, local associations and member teams and being allowed to participate in Releasees events and related activities, Participant (and the parent(s) or legal guardian(s) of Participant, if applicable) waives, releases and relinquishes any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to Participant, arising out of participation in Releasees events, member team activities, the sport of running, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that Participant (and Participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Participant (and parent(s)/guardian(s), if applicable) does (do) so on behalf of my/our and Participant's heirs, executors, administrators and assigns.
2. Participant (and Participant's parent(s)/guardian(s), if applicable) acknowledges, understands and assumes all risks relating to running, multi-sport and any related activities, and understands that running, multi-sport and related activities involve risks to Participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the "Releasees" identified above. Participant (and Participant's parent(s)/guardian(s), if applicable) further acknowledges that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and Participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Participant and/or others, are included within the waiver, release and relinquishment described herein.
3. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledges, understands and assumes the risks, if any, arising from the conditions and use of the race course, related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform

maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said race course, for negligent selection of certain Releasees, or negligent supervision or instruction by any Releasee.

4. **BINDING INDIVIDUAL ARBITRATION.** As a condition of registration, Participant (and Participant's parent(s)/guardian(s), if applicable) agrees to all of these terms and conditions, including this paragraph. "Dispute" means any dispute, claim, or controversy between Participant and Releasees regarding any issue whether based in contract, regulation, ordinance, statute, tort (including, but not limited to negligence fraud, misrepresentation, fraudulent, or inducement), or any other legal or equitable theory, and includes the validity, enforceability or scope of this paragraph. "Dispute" is to be given the broadest and widest possible meaning. Participant agrees to seek resolution of the Dispute in accordance with the terms of this paragraph, and not litigate any Dispute in court, except as provided herein. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.
- (a) **PARTICIPANT AND RELEASEES AGREE THAT ANY CLAIM FILED BY PARTICIPANT OR BY RELEASEES IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS PARAGRAPH.**
 - (b) **CLASS ACTION WAIVER.** ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH PARTICIPANT AND RELEASEES SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.
 - (c) **Initiation of Arbitration Proceeding/Selection of Arbitrator.** If Participant or Releasees elect to proceed with arbitration, the party initiating the arbitration proceeding may initiate it only with the American Arbitration Association ("AAA"). The terms of this paragraph govern in the event they conflict with the rules of the arbitration organization selected by the parties.
 - (d) **Arbitration Procedures.** The Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may

be entered in any court having jurisdiction over the parties for purposes of enforcement.

- (e) The arbitration will take place in Chicago, Illinois USA. Illinois law will govern all disputes, without regard to conflict of law principles.
 - (f) If any clause within this paragraph 4, except 4(b), is found to be unenforceable, that clause will be severed from this paragraph, and the remainder will be given full force and effect. If 4(b) clause is found to be unenforceable, this entire paragraph will be unenforceable, and the dispute will be decided by a court in Chicago, Illinois, USA. Participant and Releasees agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.
 - (g) This Section 4 shall survive any termination of these terms and conditions, or Participants relationship with the Releasees.
5. As further consideration for registration and participation in the event, Participant (and the parent(s) or legal guardian(s) of participant, if applicable), hereby (1) consents and agrees that Releasees, its licensees and designees may use Participants name, city of residence, voice, likeness, photographs and all information provided by Participant ("personal information"), make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of Participant's participation in such events and activities, and (2) grants to Releasees, its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicenseable right and license to use, copy and disseminate Participant's image, personal information and personal attributes, and to modify and present same in any form, manner and media, now known or hereafter devised, for any purpose whatsoever.
6. Biometric Information. Participant's biometric identifiers and information, including a scan of Participant's face, will be collected, stored and used by EnMotive and RAM for the purpose of identifying image matches within photographs. The other Releasees will not collect, have access to, or possess Participant's biometric information. Participant's biometric identifiers and information will be permanently deleted from EnMotive and RAM's systems no later than three years after Participant's last registration for an event and/or Participant's last use of Releasees's website. A copy of EnMotive and RAM's Biometric Information Security Policy is available upon request and at the following website address: www.ramraces.enmotive.com/bipa. Participant agrees and consents to EnMotive and RAM's collection, use, and storage of Participant's biometric identifiers and information for the above defined purpose.
7. Participant (and Participant's parent(s)/guardian(s), if applicable) agree if any claim for Participant's personal injury or wrongful death is commenced against any Releasee,

he/she shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for Participant's personal injuries, property damage or wrongful death.

8. Participant (and Participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Releasees, that they are fully advised of the potential dangers of running, multi-sport and any related activities and that they agree to and execute this document voluntarily.
9. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement is controlled by Illinois law. This agreement affects your legal rights, and Participant may wish to consult an attorney concerning this agreement.
10. In the event of an emergency, Participant grants permission to Releasees to provide onsite emergency medical treatment in Releasees' sole discretion.
11. Participant acknowledges and agrees that Releasees may delay or cancel the Event if they believe the conditions on the race day are unsafe or for other reasonable causes. Should the Event be delayed or cancelled for any reason or cause beyond Releasees control there shall be no refund of the entry fee or any other costs of Participant in connection with the Event. In no event shall Releasees be liable for consequential or indirect costs or damages of any kind resulting from the Event, participation in the Event, or any delay or cancellation of the Event.
12. PARTICIPANT HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT.