

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. THIS DOCUMENT MUST NOT BE ALTERED OR IT WILL BECOME VOID. READ CAREFULLY. In consideration of my being permitted to participate in the DFW BYU Alumni Cougar 5K Run and Kids Fun Run (the "Activity") on Saturday, April 13, 2019 in Coppell, Texas, sponsored by DFW BYU Alumni, I agree to this assumption of risk, release of liability, and indemnity agreement ("Agreement"). **I ACKNOWLEDGE AND AGREE TO ASSUME THE INHERENT RISKS OF THE ACTIVITY** which includes participation in walking or running a distance of a 5K or 1mile fun-run. I acknowledge the risks involved in this activity may include, but are not limited to: traveling on path next to motorized vehicles, injuries from walking or running over uneven surfaces; accidents that may occur while traveling to route; getting lost; pulled muscle, muscle cramp or spasm, cuts, bruises, blisters, broken bones, strains, sprains, falls, concussions, torn muscles, internal injuries, spinal injuries; injuries caused by other participants, blows to the body, face or head, exhaustion, dehydration, physical or emotional distress; injuries from contact with equipment; injuries occurring from colliding with other participants or objects: bad decision-making; inattention of or actions of other participants; misuse or failure of equipment; damage to clothing and other personal items; animal or bug bites or stings; sunburn; hypothermia, heat-related illness; adverse weather conditions including lightning, rain, hail, wind, snow, ice, cold, heat and other weather related phenomena; and other risks, hazards, or accidents, whether foreseen or unforeseeable. I acknowledge that the above list is not inclusive of all possible risks associated with the Activity, and I agree that the list in no way limits the extent or reach of this Agreement. Further, I understand and acknowledge that BYU is not the insurer of my behavior, actions, or participation in the Activity.

With full knowledge of the inherent risks of the Activity and other risks of personal injury, including catastrophic injury, paralysis, and death, and property loss that may occur while I am at or participating in the Activity, **I HEREBY RELEASE, FULLY DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND BYU** and its directors, officers, employees, volunteers, and agents **FROM ALL CLAIMS OF DAMAGE OR LIABILITY THAT MAY RESULT FROM MY PARTICIPATION IN THE ACTIVITY.** This Agreement shall be effective even if the damage, injury, or loss results from the negligence or omissions of BYU. In addition, I agree to pay any attorney fees or costs incurred by BYU in enforcing this Agreement.

I further state that there are no health-related reasons or problems which preclude or restrict my participation in this Activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury or harm to me. I consent to any medical treatment that may be necessary or advisable in the event of an injury. I attest that **I AM AT LEAST 18 YEARS OF AGE;** have carefully read these terms and fully understand their content; am aware that this is a release of liability, covenant not to sue, and agreement to indemnify; and that I am signing of my own free will. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.