

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Junior League of San Diego (“JLSD”), allowing me, the undersigned, to participate in the JLSD Teddy Bear Fun Run event (the “Event”); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”):

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is agreed to by my parent, natural guardian, or legal guardian (the “Guardian”)); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.

2. I understand and acknowledge that participation in running Events is inherently dangerous and represents an extreme test of a person’s physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of running and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects (including but not limited to unmanned aerial vehicles, also known as drones); dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers (as defined below); and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

3. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: JLSD; the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; the city, county and state in which the Event is held; any charities associated with the Event; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities

providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, contractors, and volunteers (individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

4. As a condition of my participation in the Event, I grant to Operator, and each of their affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness") with right to sublicense, in any media platform or format whatsoever (including for advertising and sales promotional purposes), and to distribute, broadcast and exhibit these without charge, restriction or liability. I understand that all ownership and copyright rights in the images will be owned by Operator and I waive any inspection or approval rights.

5. I acknowledge that the entry fee paid for the Event is non-refundable and non-transferable. I acknowledge and agree that Operator, in its sole discretion, may delay or cancel the Event for any reason, including if it believes the conditions on the day of the Event are unsafe. If the Event is delayed or cancelled for any reason, whether or not within the control of Operator, there shall be no refund of the entry fee or any other costs I may incur in connection with the Event.

6. In no event may I (or anyone else on my behalf) without the prior written consent of JLSD: (a) use any intellectual property of JLSD and/or its affiliates, (the "JLSD IP") and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, anyEvent logo, Event name, Event location, Event date, or Event race distance (collectively, "Event IP"), or (b) sell, market, distribute, or produce any products, events, merchandise, websites, or services that are branded or marked using (i) any Event logo, (ii) any Event name, (iii) any Event IP, or (iv) or any JLSD IP. I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

Operator may assign this Agreement to other entity/s or individual/s (“assignees”) at any time, and any such assignment will grant assignees the full rights and protections accorded in this Agreement, consistent with Operator’s and other Released Parties rights and protections under this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Any dispute or claim/s I (or my child) may have arising out of, relating to or in connection with this Agreement, my (or my child’s) enrollment or participation in the Event, or any other aspect of my (or my child’s) relationship with Operator: 1) will be governed by California substantive law (without regard to its “conflict of law” rules) and 2) unless settled by direct discussions, will be determined by binding arbitration as the sole and final remedy for all matters in dispute, administered by the American Arbitration Association (“AAA”) in accordance with applicable Arbitration Rules. I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in San Diego, California.