

Myrtle Beach Marathon, LLC

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. Parties: "Released Parties" include Myrtle Beach Marathon, LLC and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; all Myrtle Beach Marathon event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing. "Releasing Parties" include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

Participant initial here: _____

Assumption of Inherent Risks:

I acknowledge that the Myrtle Beach Marathon LLC event (hereinafter referred to as the "Event") is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury, which risks may be known or unknown. "Inherent Risks" are risks, both known and unknown, that cannot be eliminated completely (without changing the challenging nature of the Event) regardless of the care and precautions taken by Myrtle Beach Marathon LLC (references to Myrtle Beach Marathon LLC include the limited liability entity and the Released Parties). I also understand that the Event is extremely strenuous and includes the accompanying risks and dangers generally present in activities designed to stress the body and test mental and physical endurance and stamina. I understand that these hazards may be magnified due to the fact that the Event is often conducted under what may be less than ideal conditions and circumstances.

I understand and acknowledge that the Inherent Risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or manmade fixed objects; 2) encounters with obstacles (e.g., road and surface hazards); 3) equipment-related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment-and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event); and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous and/or dangerous flora and fauna).

I further understand and acknowledge that any of these risk and others, not specifically named or known, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. "Minor injuries" are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. "Serious injuries" are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, and/or injury, and neurological disorders/pain. "Catastrophic injuries" are rare; however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I understand that it is my responsibility to consult with my personal physician prior to participating in the Event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that it is my responsibility to inspect the course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the Event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I UNDERSTAND FULLY THE INHERENT RISKS OF PARTICIPATING IN THE EVENT AND ASSERT THAT I AM WILLINGLY AND VOLUNTARILY PARTICIPATING IN THE EVENT. I HAVE READ THE PRECEDING PARAGRAPHS AND ACKNOWLEDGE THAT 1) I KNOW THE NATURE OF THE EVENT; 2) I UNDERSTAND THE DEMANDS OF THIS ACTIVITY RELATIVE TO MY PHYSICAL CONDITION; AND 3) I APPRECIATE THE POTENTIAL IMPACT OF THE TYPES OF INJURIES THAT MAY RESULT FROM THE EVENT. I HEREBY ASSERT THAT I KNOWINGLY ASSUME ALL OF THE INHERENT RISKS OF THE ACTIVITY AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I MAY INCUR AS A RESULT OF PARTICIPATING IN THE EVENT.

Participant initial here: _____

Waiver of Liability for Ordinary Negligence:

In consideration of being permitted to participate in the Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Myrtle Beach Marathon LLC and the other Released Parties from any and all claims resulting from the Inherent Risks of the Event or, to the fullest extent permitted by law, the ordinary negligence of Myrtle Beach Marathon LLC (or other Released Parties) that I may have arising out of my participation in the Event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from my participation in the Event participation, which includes injury during course inspection, observation, practice runs, the event, medical treatment, and while on the premises (including, but not limited to

base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Participant initial here: _____

Indemnification Agreement:

In consideration of being permitted to participate in the Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify Myrtle Beach Marathon LLC (and the other Released Parties) from and against: 1) any and all claims made by me (or any Releasing Party) arising from injury (including death) or loss due to my participation in the Event; and 2) any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the Event.

Participant initial here: _____

Other Agreements Venue and Jurisdiction:

I understand that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court for the state of South Carolina has the sole and exclusive jurisdiction and that only the substantive laws of South Carolina shall apply.

Severability: I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the state of South Carolina and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and Myrtle Beach Marathon LLC and cannot be modified or changed in any way by representations or statements by any agent or employee of Myrtle Beach Marathon LLC. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation in the Event or this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims

brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Agreements for the Protection of Participants:

- I represent and warrant that I am in good health and in proper physical condition to safely participate in the Event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I agree not to participate in an Event while under the influence of alcohol and/or drugs.
- I acknowledge that Myrtle Beach Marathon LLC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I represent and warrant that I am covered by medical insurance.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate Myrtle Beach Marathon LLC personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- I authorize Myrtle Beach Marathon LLC to secure emergency medical care or transportation (e.g., EMS) when deemed necessary by Myrtle Beach Marathon LLC.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that Myrtle Beach Marathon LLC has instituted its rules for the protection of the participants and coparticipants. I agree to familiarize myself with those rules and follow them throughout the Event. I also recognize the authority of Myrtle Beach Marathon LLC to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

Entry and Participation Agreements:

Rules: I agree to become familiar with and abide by all written and/or posted rules of Myrtle Beach Marathon LLC, as well as all written and/or posted rules of the venue at which the Event is held (which venue we refer to as the "Venue"). I further agree to comply with all directions, instructions and decisions of Myrtle Beach Marathon LLC and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation: I acknowledge that Myrtle Beach Marathon LLC in its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of Myrtle Beach Marathon LLC, including, but not limited to, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public

disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event.

Removal from Course: I understand that Myrtle Beach Marathon LLC and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course.

Fee Refunds: I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behavior: I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the Event by Myrtle Beach Marathon LLC, its affiliated entities or contractors, and/or the media become the sole property of Myrtle Beach Marathon LLC. I grant the right, permission and authority to Myrtle Beach Marathon LLC and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Myrtle Beach Marathon LLC and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I have reached the age of 18 (or will have reached that age by the date of the Event), and if I have not, that I, and my parent or legal guardian, have read, understand, executed, and delivered to Myrtle Beach Marathon LLC the Special Agreement & Waiver for Athletes Under Age 18.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I FURTHER ACKNOWLEDGE THAT I AM FREELY AND VOLUNTARILY SIGNING THE AGREEMENT AND PARTICIPATING IN THE EVENT, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE THE ORDINARY NEGLIGENCE OF Myrtle Beach Marathon LLC (AND OTHER RELEASED PARTIES) OR THE INHERENT RISKS OF THE ACTIVITY, TO THE GREATEST EXTENT ALLOWED BY LAW.

IF I CANNOT SIGN THIS FORM, MY INITIALS SERVE AS MY SIGNATURE AGREEING TO THE TERMS OF THE WAIVER. OR, IF THE RUNNER IS UNDER 18 YEARS OF AGE, THE PARENT/GUARDIAN MUST INITIAL AND, BY INITIALING, THAT PARENT/GUARDIAN AGREES TO THE TERMS OF THE WAIVER.