

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Sentir Venezolano - 5k Walk/Run

I understand that running a road race is a potentially hazardous activity. Should not enter unless I am medically able and professionally trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of the weather, traffic and the conditions of the road, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my entry to participate in this event, I, intending to be legally bound, do hereby for myself, my heirs, my executors and administrators agree as follows:

I do waive and forever release any and all rights and claims for any damages and liabilities of any kind arising out of my participation in the Event against all persons, entities and agencies involved with promoting and holding the Event, including but not limited to 3W Races, local municipalities, all sponsors, volunteers and vendors of the event, their agents, successors, representatives and assigns even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I assume the risk of all bodily injuries, including death, resulting there from, and personal injuries to me and damage to and loss of my property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participation in the Event and while traveling to and from the Event.

I hereby agree, for myself and/or for a minor under the age of eighteen for whom I am signing, to indemnify, defend, and hold the entities named above harmless from and against any and all claims, liabilities, losses and damages, costs, expenses (including attorney's fees) judgments and penalties arising out of any of my, and or said minors, acts or omissions to act.

I understand that the Event reserves the right to use any and all participant's names and/or likeness with regard to promotional and/or advertising materials.

I understand that my contact information will be used to update me regarding this event and other related promotional emails or mailings.

I understand that all entry fees are non-refundable.

PHOTOGRAPHY AND VIDEO RELEASE. I consent to the absolute, irrevocable, perpetual, unrestricted worldwide right by Papagayo Nonprofit 501(c)3, Inc. (and its affiliates and all their respective, employees, agents, representatives, licensees, sponsors or designees and the Event venue) (collectively, the "Company"): (a) to photograph, record and videotape me in connection with

my participation in the Event; (b) to copyright, use, re-use, publish, re-publish, reproduce, exhibit, distribute, broadcast, televise, digitize, display and otherwise exploit all photographic or digital images, recordings, videotapes, audiovisual materials, writing, or statements (collectively, the "Materials") which the Company may make of me in connection with Company print or digital publications, news releases, online, billboards, social media and other communications and marketing materials (collectively, the "Event Materials") in connection with the Event and (c) to use my name and/or likeness and/or quotes for any purpose, including, but not limited to, the publication, distribution, advertising, exploitation or other use of the Event Materials or any renderings, reproductions, composites or distributions thereof, in each case, in any medium now or hereafter known, including the internet, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade or any other purpose on behalf of the Company or the Event Materials. The foregoing grant of rights does not actually obligate Company to use any of the Event Materials. In addition, I waive all claims to compensation or damages based on the use of my name, likeness or any of my quotes by the Company. I also waive any right that I may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with the Event Materials or the use to which my name, likeness, or quotes may be applied. I acknowledge that I have no rights in or to the Materials or the Event Materials. I hereby release and discharge the Company from any and all claims and demands ensuing from or in connection with the use of the Materials or by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, as well as any publication thereof, including, without limitation, any and all claims for libel and invasion of privacy.

I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event. By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above waiver. I know that participating in a road or trail race is a potentially hazardous activity and that I should not enter and run unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants and wildlife, the effects of the weather, traffic and course conditions, all such risks being known and appreciated by me.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release the organizers of the Fiesta 5K Sentir Venezolano, Papagayo, Auraria Campus, City of Denver, Denver Parks and Recreation, Denver Police Department, and all other staff, sponsors, volunteers, independent contractors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event or carelessness on the part of the persons named in this waiver.

This event follows the standard event industry policy: All entry fees are non-refundable. Once we have received your entry, you will not receive a refund if you cannot participate. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or

emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable under any circumstances. If the event is cancelled or postponed due to unforeseen circumstances. I understand that my entry and bib numbers are non transferable without permission.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE EVENT, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.