

Chuck's Run Waiver for Race Roster Registrants 2020

I AGREE that throughout the 2020 Chuck's Virtual Run, Walk and Wheel for Dystonia (Chuck's Run), taking place on May 31 to June 30, 2020, my safety remains my sole responsibility at all times. I am aware of the risks of participating in the Chuck's Run as a virtual participant - and assume all such risks.

By indicating your **acceptance**, you understand, agree, warrant and covenant as follows:

In CONSIDERATION of your accepting my entry, I, intending to be legally bound, do hereby, for myself, my heirs, executors, and administrators, forever waive, release and give up any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever, including personal injuries to me or wrongful death against **Dystonia Medical Research Foundation Canada (DMRFC), Chuck's Run**; All other associations, all sanctioning bodies, all sponsoring corporations and all of their respective directors, employees, officials, servants, successors, recreation and parks department, sponsors, volunteers, contractors, subcontractors and their employees, representatives, agents and heirs, which may arise from my participation in the **Chuck's Run, May 31 to June 30, 2020**. I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE ABOVE MENTIONED PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES.

I am aware that participating in an event that is organized as a virtual activity where I run/walk/wheel on my own, at a date and time of my choosing, in a location and route of my choosing, which will not have any support or security measures in place by DMRFC is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this virtual event by my own free will and at my own personal risk. I further agree to abide by Public Health Canada's recommendations for the prevention of the spread of COVID-19 and attest to having read Public Health Canada's guidance at: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html?topic=tilelink>. I attest that if my community has a shelter in place order, that I will only participate in the virtual event independently and indoors and I will not run/walk/wheel outside in the community during the duration of a shelter in place order. I agree to follow all pedestrian safety ordinances including running/walking/wheeling on a sidewalk where available and not in the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available and I will run/walk/wheel against oncoming traffic and not with traffic.

I further agree to hold harmless and indemnify the above mentioned parties from and against any and all liabilities which any of them may incur as a result of, or in any way connected with, my participation in Chuck's Run by the dangerous or defective condition of any product, merchandise, prizes or equipment owned, maintained, distributed or controlled by them and/or because of their liability without fault.

I agree to abide by any decision of a race official relative to any aspect of my participation in this virtual event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I having read the rules of the virtual run/walk/wheel scheduled for **May 31 to June 30, 2020** including the terms in this waiver, the timeline of the virtual event, and agree to abide by them. I assume all risks to me associated with running/walking/wheeling on my own as part of this virtual activity, including but not limited to: falls, contact with other pedestrians, the effects of

the weather, including high heat and/or humidity, traffic and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out running/walking/wheeling on my own without any type of support from local officials or event organizers.

I certify that I am at least 18 years of age and in the event that I am registering a child under the age of 18, I confirm that I am the parent or legal guardian of that party and have the legal authority to enter this agreement on their behalf. I attest that I am physically able to participate in this event. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or during my participation in Chuck's Run and agree to not hold DMRFC and the related parties outlined above responsible for any costs associated with such treatment. In consideration of this being an amateur event, I release the rights of any and all photographic material, motion picture, video tape, recordings, advertisement (print, broadcast, or online) and/or computer information organizers may wish to release for this event without further notice or compensation to me.

RACE ROSTER REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent.

You represent and warrant to DMRFC and Race Roster-a subsidiary of Fast North Corp. ("Race Roster") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Race Roster refers to Fast North Corp. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Race Roster singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE AS A VIRTUAL PARTICIPANT UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY

RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RACE ROSTER, DMRFC AND THE RELATED PARTIES OUTLINED ABOVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties.

RACE ROSTER, DMRFC AND IT'S AFFILIATED GROUPS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE RACE ROSTER OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH RACE ROSTER OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF RACE ROSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF RACE ROSTER IS AT YOUR SOLE RISK. RACE ROSTER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RACE ROSTER AND DMRFC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Race Roster and DMRFC makes no warranty that the Race Roster sites' services will be uninterrupted, secure or error free. Race Roster does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Race Roster sites. Race Roster is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Race Roster sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification.

You agree to indemnify and hold each of Race Roster, DMRFC and the related parties outlined above, harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Race Roster or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <https://raceroster.com/terms-and-conditions/> by you.

5. Applicable Law; Consent to Jurisdiction.

The Race Roster sites (excluding linked sites) are controlled by Race Roster from its offices within the Province of Ontario, Canada. By completing this event registration, both you and Race Roster agree that the statutes and laws of the Province of Ontario, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the Race Roster sites. You agree that exclusive jurisdiction for any

dispute with Race Roster resides in the courts of the Province of Ontario and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Province of Ontario in connection with any dispute including any claim involving Race Roster or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability.

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the Province of Ontario and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.