

# WAIVER FORM

## MMoCA Mosaic 5K 2022 Registrant Waiver, Covenant not to Sue, Release, and Waiver of Liability

This is a legally binding ASSUMPTION OF RISK, COVENANT NOT TO SUE, AGREEMENT TO INDEMNIFY, AND RELEASE AND WAIVER OF LIABILITY FOR EVENT REGISTRATION AND PARTICIPATION (“Agreement”) made by me in favor of Madison Museum of Contemporary Art (“MMoCA”); and their owners, directors, affiliates, officers, contributors, sponsors, employees, contractors, agents, volunteers, and assigns.

### **Release of Liability.**

In consideration of registering for and participating in the MMoCA Mosaic 5K (the “Event”), I (“Registrant” and/or “Participant”), intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against Madison Museum of Contemporary Art (“MMoCA”); and their owners, directors, affiliates, officers, contributors, sponsors, employees, contractors, agents, volunteers, and assigns for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the Event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that running, walking, biking, or completing a 5K on foot, in a wheelchair, or on a treadmill, bike or stationary cycling equipment, indoors or outside, is a potentially hazardous activity. I should not register and participate in the Event unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, paths and sidewalk conditions, and waive any and all claims which I might have based on any of those and other risks typically found in completing a distance of 5K. I acknowledge all such risks are known and understood by me. I certify as a material condition to my being permitted to register for and participate this 5K that I am physically fit and sufficiently trained for the completion of this Event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the Event I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

**Following Safety Recommendations.** As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of viruses including COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/communication/guidance.html>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the State of Wisconsin or by MMoCA for my participation in this Event.

**Photo Release.** I hereby grant MMoCA and all assigns, licensees, successors in interest, legal representatives, employees, consultants, and those acting with permission or authority of the aforementioned parties, the absolute, irrevocable and unrestricted right to use photographs, motion pictures, video, likenesses and audio recordings (including without limitation all originals, negatives, prints and transparencies or any duplicates or reproductions of the foregoing) that have been or will be taken of or submitted by the Registrant (collectively, "Images"), in which the Registrant may be included with others, to copyright the same, in the name of MMoCA or otherwise; to use, re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs and videos, and in conjunction with any printed matter, in any and all media now and hereafter known, and for any purpose whatsoever; and to use my name in connection herewith. I hereby release and agree to hold harmless MMoCA and all aforementioned entities, from any damages or liability relating to or arising from any use of or modification, alteration, distortion or other change to any of the Images and/or information gathered, unless it can be proven that such reproductions were maliciously caused, produced and published for the sole purpose of subjecting Registrant to conspicuous ridicule, scandal, reproach, scorn and indignity. I hereby waive any claims I may have based on any usage of the Images, information gathered, or works derived thereof, including but not limited to claims for either invasion of privacy or libel. I represent, warrant and agree that the Registrant will not disaffirm or disavow this release on the ground that the Registrant was a minor on the date it is executed or any similar grounds whatsoever.

**No Refunds nor Transfers.** This Event follows the standard running industry policy: All registration fees and donations are non-refundable. MMoCA reserves 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 Registration fee is nonrefundable and nontransferable.

**Governing Law and Severability.** This Agreement shall be construed in accordance with the laws of the state of Wisconsin, which shall be the forum for any lawsuits filed in connection with or pursuant to this Agreement. The terms of this Agreement shall be severable such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby and shall still be enforceable to the extent permitted by applicable law. By entering into

this Agreement, I am not relying on any oral or written representation or statements other than what is expressly set forth in this Agreement. I am fully competent to read and understand this Agreement, have carefully and thoroughly read it, fully understand its contents, and sign it of my own free will.

**Acknowledgement.** I hereby warrant and represent that I am the Registrant, or the parent or legal guardian of the Registrant, and I am 18 years old or older; I have carefully read this Agreement and agree to its terms and conditions, that before registering I had the chance to ask questions; and I am aware that by Registering, I assume all risks and waive and release certain substantial rights that I may have or possess against MMoCA conducting the Event for Participant and MMoCA. This permission and release is binding on me and my executor, administrators and heirs. To the extent permitted by applicable law, I hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding related to this agreement. and I expressly agree that this consent is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any provision thereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full legal force and effect.

**Agreement.** By submitting the Event's \$35.00 USD registration payment (or the Sponsor Registration Code in place of payment) and the Event's online Registration Form, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agree to the above terms, releases, waivers, and the no refund policy.