



P.O. Box 5186
Suffolk, VA 23435



Liability Waiver

In consideration of you accepting this entry, I, the 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, RunSignup.com, WINKS - With INtentional Kindness and Support (the Event Sponsor, hereinafter referred to as the "Sponsor") and all of the Sponsor's officers, directors, agents, volunteers, or other representatives, and their successors and assigns, and sponsors and their representatives, volunteers, and employees 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 am fully aware that there are a number of risks associated with me entering the Top Golf facility (hereinafter referred to as the "Venue") and participating in this Event during the COVID-19 pandemic, including without limitation: (a) I could contract COVID-19 or other diseases which could result in a serious medical condition requiring medical treatment in a hospital or which could possibly lead to death; and (b) I will be subject to normal risks associated with participating in the Event, such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, food poisoning or allergic reaction to food served during the Event, physical or verbal altercations with Venue staff or other Event participants, or injury due to the nature of the Event. On behalf of myself and my heirs, successors, and assigns, I knowingly and freely assume all such risks, both known and unknown, relating to my participation in the Event and being present at the Venue, and I hereby forever release, waive, relinquish, and discharge the Event Sponsor, WINKS- With INtentional Kindness and Support, and its officers, directors, agents, volunteers, or other representatives, and their successors and assigns, from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of me being present on the Venue property and participating at the Event as described above, including but not limited to those related to the above described personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any Sponsor Representative or any other person. I further promise not to sue the Sponsor or any Sponsor Representative and agree to indemnify and hold them harmless from any and all Damages resulting from my being present at the Venue and participating in the Event.

I know that participating in this Event is a potentially hazardous activity. I should not participate 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, other conditions, and waive any and all claims that may arise from my participation in the Event. I acknowledge all such risks are known and understood by me.

In the event of an illness, injury, or medical emergency arising during the Event I hereby authorize and give my consent to the Event Sponsor to secure any treatment deemed necessary for my immediate care. 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.

As it applies to my participation in this Event I agree to abide by the recommendations of the Center for Disease Control (hereinafter referred to as the "CDC") for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at <https://www.cdc.gov>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community, or by the Venue for my participation in this Event.

Further, I grant permission to all the foregoing to use my name, voice, and images of myself in any photographs, motion pictures, results, publications, or any other print, videographic, or electronic recording of this Event for legitimate purposes.

All entry fees are non-refundable. The Sponsor reserves the right to postpone or cancel the Event due to circumstances beyond the Sponsor's 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. The Sponsor reserves the right to change the details of the Event without prior notice. I understand that my entry fee is nonrefundable and nontransferable.

By submitting this entry, I acknowledge having read and agreed to the above release and waiver including the no-refund policy. If I am registering a minor, I represent that I am duly qualified as the parent or legal guardian or authorized custodian of the person I am registering (hereafter the "Minor") and that I have the authority to execute this release on behalf of the Minor. I further agree to be legally bound by the provisions of this release and to indemnify and hold harmless the released and indemnified parties as outlined above in this release for any claims that the Minor may now have or may arise in the future against any of the released and indemnified parties as outlined above in this release. I further agree that if it is determined that I am not the parent or legal guardian or legal custodian of the Minor, or that I did not have the authority to sign the release on behalf of such Minor, I will nevertheless personally defend and indemnify the released and indemnified parties for and from any claim arising from Minor's participation in this Event.