



**CONSENT, PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

The undersigned acknowledges and agrees that this Consent, Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") is being executed in connection with, and in consideration of, the registration and participation in any event, race or activity (to include, but not be limited to, volunteering) ("Event" or "Events") hosted, conducted, sponsored or organized by Podium Sports Marketing, Inc. or its subsidiaries, owners, or contractors (collectively herein as "PODIUM"), including, but not limited to: Yukon Challenge, Goldy's Run, Lake Minnetonka Half Marathon, Lola's Lake Waconia Half Marathon, MN Half Marathon, HPH Half Marathon, RBC Race for the Kids, MN RUN Relay, Minneapolis Halloween Half Marathon, Gray Ghost Run, Turkey Trot Saint Paul, and Reindeer Run. The undersigned further acknowledges and recognizes that the Events hosted, conducted, sponsored or organized by PODIUM present a potential for personal injury, including death.

THE UNDERSIGNED PERSONALLY, OR AS THE PARENT(S) AND/OR LEGAL GUARDIAN(S) OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW SO PARTICIPATING, WAIVES ANY CLAIM OF THE UNDERSIGNED AND/OR OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW AGAINST, AND RELEASES, DISCHARGES AND COVENANTS NOT TO SUE PODIUM, THEIR SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TRAINERS, COACHES, AGENTS, SPONSORS, VOLUNTEERS, THE CITY OR CITIES IN WHICH THE EVENT TAKES PLACE, AND INSURERS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ACTS OR OMISSIONS BY THE RELEASED PARTIES, FROM DAMAGES, LOSS OR INJURIES, EITHER TO PERSON OR PROPERTY, WHICH THE UNDERSIGNED, OR THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW, MAY SUSTAIN WHILE ENGAGED IN ANY EVENT OR EVENT RELATED ACTIVITIES. FURTHER, THE UNDERSIGNED PERSONALLY, OR AS THE PARENT(S) AND NATURAL GUARDIAN(S) OR LEGAL GUARDIAN(S) OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW, INDEMNIFIES AND HOLDS THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY FROM DAMAGES, LOSS OR INJURIES, EITHER TO PERSON OR PROPERTY, WHICH THE UNDERSIGNED, OR THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW, MAY SUSTAIN WHILE ENGAGED IN ANY EVENT OR EVENT RELATED ACTIVITY, INCLUDING PERSONAL INJURY, DEATH, WHETHER THE SAME BE CAUSED BY FALLS, CONTACT WITH PARTICIPANTS OR VOLUNTEERS, CONDITIONS OF THE EVENT COURSE, NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. THE UNDERSIGNED FURTHER AGREES TO REIMBURSE OR MAKE GOOD ANY LOSS, DAMAGES OR COSTS THAT THE RELEASED PARTIES MAY HAVE TO PAY IF ANY LITIGATION OR CLAIM ARISES ON ACCOUNT OF ANY CLAIM MADE BY THE UNDERSIGNED EITHER FOR THE UNDERSIGNED, OR ON BEHALF OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW.

THE UNDERSIGNED PERSONALLY, OR AS THE PARENT(S) AND/OR LEGAL GUARDIAN(S) OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW SO PARTICIPATING, HEREBY GRANT THE RELEASED PARTIES AND THEIR RESPECTIVE AGENTS, LEGAL REPRESENTATIVES, ASSIGNS, EMPLOYEES, GOVERNORS, DIRECTORS, MEMBERS, SHAREHOLDERS, OFFICERS, VOLUNTEERS AND THOSE ACTING ON THEIR BEHALF, THE ABSOLUTE AUTHORITY, RIGHT AND PERMISSION TO COPYRIGHT AND TRADEMARK, IN THEIR OWN NAME OR OTHERWISE, AND TO USE, REUSE, PUBLISH AND REPUBLISH PHOTOGRAPHS, IMAGES AND VIDEO (COLLECTIVELY, THE "IMAGES") OF MY CHILD/CHILDREN OR ME IN WHICH MY CHILD/CHILDREN OR I MAY BE INCLUDED, IN WHOLE OR IN PART (VISUALLY OR AUDIBLY). I FURTHER ACKNOWLEDGE THAT SAID IMAGES MAY BE COMPOSITE OR DISTORTED IN CHARACTER, FORM OR WITHOUT RESTRICTION AS

TO ALTERATION, IN CONJUNCTION WITH MY CHILD'S OR MY REAL OR FICTITIOUS NAME, MADE THROUGH ANY AND ALL MEDIA (INCLUDING, BUT NOT LIMITED TO PRINTED MATERIAL, FILM, VIDEOTAPE, MAGNETIC TAPE, RECORDING AND STREAMING VIDEO) NOW OR HEREAFTER KNOWN, FOR ILLUSTRATION, PROMOTION, DOCUMENTARY, COMMERCIAL, ART OR ANY OTHER PURPOSE WHATSOEVER. I, PERSONALLY, OR AS THE PARENT(S) AND/OR LEGAL GUARDIAN(S) OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW HEREBY WAIVE ANY RIGHT THAT MY CHILD/CHILDREN OR I MAY HAVE TO INSPECT OR APPROVE THE FINISHED PRODUCT OR PRODUCTS CONTAINING THE IMAGES AND ANY COPIES OR OTHER MATTER THAT MAY BE USED IN CONJUNCTION THEREWITH, OR THE USE TO WHICH IT MAY BE APPLIED. ON BEHALF OF MYSELF OR ON BEHALF OF MY CHILD/CHILDREN, I FURTHER HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES AND THEIR RESPECTIVE AGENTS,

LEGAL REPRESENTATIVES, ASSIGNS, AND ALL PERSONS ACTING UNDER THEIR PERMISSION OR AUTHORITY FROM ANY LIABILITY BY VIRTUE OF ANY BLURRING, DISTORTION, ALTERATION, OPTICAL ILLUSION, OR USE IN COMPOSITE FORM, WHETHER INTENTIONAL OR OTHERWISE, THAT MAY OCCUR OR BE PRODUCED IN THE TAKING OF THE IMAGES OR IN ANY SUBSEQUENT PROCESSING THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR LIBEL OR INVASION OF PRIVACY. I FURTHER UNDERSTAND AND AGREE THAT NEITHER MY CHILD/CHILDREN, MY SPOUSE, MYSELF NOR OUR RESPECTIVE HEIRS SHALL BE ENTITLED TO ANY COMPENSATION FOR ANY PRODUCTION, USE, SALE, REGISTRATION OR PUBLICATION OF THE IMAGES, REGARDLESS OF THE MEDIA IN WHICH THE IMAGES APPEAR.

THE UNDERSIGNED, ON BEHALF OF THE MINOR CHILD OR CHILDREN NAMED BELOW, CERTIFIES AND REPRESENTS THAT I AM A PARENT OF, HAVE CUSTODY OF, OR AM THE LEGAL GUARDIAN(S) OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW. I FURTHER REPRESENT AND CERTIFY THAT SAID MINOR CHILD/CHILDREN ARE PHYSICALLY ABLE TO PARTICIPATE IN THE EVENT ACTIVITIES REQUIRED OR CONTEMPLATED BY PODIUM. BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT THE RELEASED PARTIES MAY NOT HAVE MEDICAL STAFF OR RESOURCES AVAILABLE DURING EVENTS AND EVENT RELATED ACTIVITIES TO STORE OR ADMINISTER MEDICATION(S) TO MY CHILD/CHILDREN OR ME. MY CHILD/CHILDREN OR I ARE EITHER CAPABLE OF TAKING SAID MEDICATION(S) OR AN AUTHORIZED ADULT OR OTHER DESIGNEE WILL BE AVAILABLE TO ADMINISTER SUCH MEDICATION(S).

THE UNDERSIGNED, ON BEHALF OF THE MINOR CHILD OR CHILDREN NAMED BELOW, CERTIFIES AND REPRESENTS THAT PODIUM MAY REMOVE ME AND MY MINOR CHILD/CHILDREN IF WE DO NOT FOLLOW THE RULES FOR THE EVENT; I UNDERSTAND THAT EVENT RACE NUMBERS AND TIMING CHIPS ARE NOT TRANSFERABLE AND FEES ARE NOT REFUNDABLE AFTER 48 HOURS OF MY REGISTRATION FOR AN EVENT, UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO CANCELLATION OF THE EVENT OR OF MY PARTICIPATION, OR CHANGE IN THE DATE, NATURE OR FORMAT OF THE EVENT; I UNDERSTAND AN EVENT MAY BE CANCELLED OR CHANGED FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, SEVERE WEATHER OR OTHER FACTORS THAT THREATEN THE SAFETY OF PARTICIPANTS, STAFF, VOLUNTEERS, OR THE COMMUNITY AND THAT CANCELLATION OR CHANGE OF THE DATE, NATURE, OR FORMAT OF AN EVENT MAY BE MANDATED BY GOVERNMENT OFFICIALS OR OTHERWISE BE AT THE DISCRETION OF PODIUM AND THAT PODIUM RESERVES THE RIGHT TO CHANGE THE DETAILS OF THE EVENT, SUCH AS DATE, START TIME, COURSE, DISTANCE AND/OR AMENITIES OFFERED IN CONNECTION WITH THE EVENT; I UNDERSTAND PARTICIPATION IN THE EVENT MAY CHALLENGE AND ENGAGE MY PHYSICAL AND MENTAL RESOURCES AND THOSE OF THE MINOR CHILD/CHILDREN

IDENTIFIED BELOW; I UNDERSTAND WE SHOULD NOT PARTICIPATE IN THE EVENT IF WE HAVE ANY HEALTH CONDITIONS AFFECTING OUR ABILITY TO PARTICIPATE, THAT WE SHOULD SEEK ADVICE FROM OUR PHYSICIAN BEFORE PARTICIPATING IN THE EVENT, THAT THERE IS ALWAYS A RISK OF INJURY WHEN PARTICIPATING IN EXERCISE ACTIVITIES AND, UNDERSTANDABLY, NOT ALL HAZARDS AND DANGERS CAN BE FORESEEN; THAT PARTICIPATION IN THE EVENT MAY INVOLVE INHERENT RISKS, DANGERS AND HAZARDS, WHICH MAY OCCUR WITHOUT WARNING, OR BE DUE TO POOR SKILL LEVEL, LACK OF CONDITIONING, CARELESSNESS AND OTHER UNFORESEEN, UNIDENTIFIED OR UNEXPECTED PERILS INHERENT IN PHYSICAL ACTIVITIES. BY EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CERTIFIES AND REPRESENTS THAT I UNDERSTAND THE RISK AND DANGER OF ACCIDENTS, PHYSICAL INJURY, EFFECTS OF EXERCISE, AND THE UNPREDICTABLE NATURE OF THE HUMAN BODY AND THE ACTIVITIES INHERENT IN THE NATURE OF THE EVENT. I ACKNOWLEDGE THAT MY PARTICIPATION IN THIS EVENT IS VOLUNTARY AND I AM IN GOOD PHYSICAL CONDITION. I FURTHER ACKNOWLEDGE THAT PHYSICAL EXERCISE AND PARTICIPATION IN THIS EVENT WILL CHALLENGE AND ENGAGE MY PHYSICAL RESOURCES. I HAVE EITHER VISITED WITH MY PHYSICIAN AND RECEIVED DOCTOR'S ADVICE AND CONSENT TO MY PARTICIPATION IN THE EVENT OR HAVE WAIVED SUCH ADVICE AND CONSENT OF MY DOCTOR, AND ACCEPT ANY AND ALL RISKS.

I UNDERSTAND THAT THIS AGREEMENT MAY BE STORED ELECTRONICALLY AND AGREE THAT A COPY IS AUTHENTIC AND ADMISSIBLE AS EVIDENCE IN ANY FUTURE DISPUTE OR PROCEEDINGS.