

## **ARCK Zombie Dash Participant Release & Waiver of Liability**

This Participant Release & Waiver of Liability is entered into by and between Autism Resource Center of Kokomo, Inc. ("Company") and The Participant In The Zombie Dash Event ("Participant").

The following Release outlines the Company's Release and Waiver of all Liability of the Company and all related persons and entities. The Participant forever releases the Company and agrees to indemnify, defend, and hold harmless the Company (and our officers, directors, employees, agents, customers, sponsors, volunteers, event locations, and investors) against any claim, loss, damage, settlement, cost, expense, obligation, emotional distress, physical injury, discrimination, harassment, retaliation, attorney's fees, presumed wrongful action, or other liability arising from or related to the Participant's actions and activities in the event and any actual or alleged breach of any obligations in this Release.

The Participant executes freely and voluntarily this Release under the following terms and conditions:

1. I understand that participating in this event may be a hazardous activity. I agree not to participate in this event unless I am medically able. I agree to obey all civil and criminal laws at all times.
2. The race directors reserve the right to cancel the event for any reason. In the event of cancellation or change, I understand that there is no refund of entry fees.
3. I agree to not consume ingest any medicines or substances prior to or during the event that will inhibit my mental or physical ability to safely and effectively participate in the event.
4. I agree to abide by any decision of a race official relative to my ability to safely complete the race and the decisions as to which participants are awarded prizes.
5. I assume all risks associated with competing in this event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, defects or condition of premises, the effects of the weather including but not limited to high heat, humidity, rain, and wind, all such risks being known and appreciated by me.
6. I agree that the Company is not responsible for any personal items or property that may be lost, stolen, or damaged at this event.
7. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
8. I understand that no pets are permitted at this event.
9. I grant and convey unto the Company, its affiliates, sponsors, and assigns all rights, title, and interest in any and all photographs, motion pictures, recordings, or any other record of this event made by the Company during the Participant's activities

with the Company, including, but not limited to, any promotions, advertising, marketing, royalties, proceeds, or other benefits derived from such photographs or recordings. Any and all photographs, motion pictures, recordings, or other records of the event are the sole property of the Company.

10. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, as well as cooperative and positive participation. The Company may dismiss, without refund, anyone whose behavior directly or indirectly endangers safety, affects the event, a participant, a facility, or property of any type or kind. I also agree to indemnify the Company and its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
11. I understand that the Company does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
12. I acknowledge that the Company does not carry or maintain any health, medical, or disability insurance for any Participants. It is expected that the Participant will obtain his or her own health or medical insurance coverage.
13. The Participant understands that the activities may include running, walking, jumping, eating, overcoming obstacles, and crossing intersections. The Participant acknowledges the risk involved with racing and confirms that he/she is physically fit enough to participate in this event. Additionally, the Participant acknowledges the risks involved with eating as well as the potential for food allergies. It is the responsibility of the Participant to educate themselves on the ingredients and warnings for the various foods available at this event. The Participant expressly and specifically assumes the risk of injury or harm in the activities and releases the Company from all liability for injury, illness, death, or property damage resulting from the Activities.
14. Safety is the most important part of this event and the Company has designed this event to be as safe and fun as possible. Runners must ensure that their flags are visible at all times and are hanging from each side and from the back. No flags should hang in front of the runner. Runners cannot push other runners into zombies. Runners and zombies must respect each other and share the course. Zombies can go after runners' flags but cannot grab body parts, completely impede passage, tackle, hit, push, grab, or display any aggressive actions toward runners or other zombies. Zombies are only allowed to take one flag at a time from a runner. No fake (or real) weapons are allowed. The course may change from paved paths to dirt trails with roots to bridges over creeks. Everyone must be mindful of their surroundings, especially when transitioning into a section that may only fit one person at a time. The Participant acknowledges, accepts, and agrees to follow these rules.