



RELEASE AND WAIVER

Read Carefully Before Signing

I, the undersigned, in consideration for being given the opportunity to participate in **CITY...SET...GO!**, the sufficiency of which consideration is expressly acknowledged, and intending to be legally bound, do hereby, for myself, my heirs, executors, administrators, assigns, attorneys, representatives, agents, beneficiaries, legatees and any other person who may make claims on my behalf, waive, release, remise and forever discharge **CITY...SET...GO!** USA LLC, including, but not limited to, their volunteers, advertisers, agents, sponsors, representatives, attorneys, officers, partners, members, managers, directors, shareholders, principals, employees, beneficiaries, heirs, legatees, executors, administrators, agents, affiliates, subsidiaries, predecessors, successors and assigns, and if applicable, owners and/or lessors of property on which **CITY...SET...GO!** takes place ("Releasees"), from any and all actions, causes of action, suits, claims, controversies, damages, judgments and executions whatsoever, in law or in equity, direct or indirect, known or unknown, foreseeable or unforeseeable, which I may have or acquire, arising from, concerning or relating to my entry in, travel to or from and/or participation in **CITY...SET...GO!**

I further acknowledge, attest, agree and represent as follows:

1. I wish to enter and participate in **CITY...SET...GO!**;
2. I understand that **CITY...SET...GO!** is an arduous athletic event involving a race and running among other strenuous activities;
3. I am qualified, in good health, physically fit and in proper physical condition to participate in **CITY...SET...GO!**;
4. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured;
5. I am aware that there is no set race course;
6. I am aware that all streets adjoining the race course are open to regular vehicular traffic during the race;
7. I am aware that no water stations exist on the course;
8. I am aware that no aid stations exist on the course other than at the start/finish area;
9. I will obey all traffic laws and regulations;
10. I understand that failing to adhere to the rules of **CITY...SET...GO!** could result in penalty or disqualification from the event;
11. I understand that by signing below, I am waiving my right to assert any claim or cause of action against Releasees in exchange for my participation in this event as described more fully above;
12. I understand that **CITY...SET...GO!** involves risks and dangers of serious bodily injury, including disability or death ("Risks"), that these risks may be caused by the action or inaction of myself or others, that there may be other risks and social and economic losses not known to me or foreseeable, and that I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in **CITY...SET...GO!**;
13. I will inspect and examine all conditions with which I am involved and relating to **CITY...SET...GO!** and, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority of **CITY...SET...GO!** and will refuse and refrain from taking part in **CITY...SET...GO!** until the condition has been corrected to my satisfaction;
14. If despite the release and waiver of liability and assumption of risk contained in this Release and Waiver, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any liability, damages, losses, costs, litigation expenses and/or attorney's fees which any may incur as a result of such claim;
15. This Release and Waiver shall be construed in accordance with, and its validity and effect (including any claims for breach of any of the terms thereof) shall be governed by the laws of the State of Illinois;
16. This Release and Waiver contains the entire understanding and the agreement of the parties hereto and supercedes all other written and oral exchanges, arrangements or negotiations among them, whether written or oral, concerning the subject matter hereof.

By signing below, I hereby consent to the recording, use and reuse by the Producers of the Program/Media (**CITY...SET...GO!** videos and promotional materials), and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and





RELEASE AND WAIVER

(CONTINUED)

any information contained in my application to be a contestant in the Program/Media or in any materials submitted by me in connection with my application (collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the potential reality-based television series currently entitled "CITY...SET...GO!" (the "Program/Media"). I agree the Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to the video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with the Program/Media (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program/Media. I grant the rights hereunder whether or not I am selected to participate in the Program/Media in any manner whatsoever. I release Releasees from any and all liability arising out of its recording or use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity).

I have read this Release and Waiver, fully understand its terms, understand that I have given up substantial rights by signing it, have signed it freely and voluntarily without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect.

TEAM MEMBER ONE:

I have signed this release on the _____ day of _____, 20 _____.

First Team Member Signature: _____

First Team Member Name Printed or Typed: _____

First Team Member Address: _____

First Team Member Phone: _____ Cell: _____

TEAM MEMBER TWO:

I have signed this release on the _____ day of _____, 20 _____.

Second Team Member Signature: _____

Second Team Member Name Printed or Typed: _____

Second Team Member Address: _____

Second Team Member Phone: _____ Cell: _____

