

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT RELEASE, WAIVER, AND INDEMNITY

This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of Athletics and the competitions programs and services Newfoundland and Labrador Athletics Association (NLAA) and member clubs (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

Disclaimer

Newfoundland and Labrador Athletics Association (NLAA), Athletics NorthEAST Running Club, Capital Subaru, Quidi Vidi Brewery, City of St. John's, and other event sponsors and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.

The Parties understand and acknowledge that:

- The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
- The Organization has a difficult task to ensure safety, and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge the weather or environmental conditions, and the equipment being used might malfunction; and
- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.

Photo Release

I hereby grant the Newfoundland and Labrador Athletics Association (NLAA) and Athletics NorthEAST Running Club permission to use my OR my son/daughter's image in good taste in promotional materials, posters, NLAA website and other merchandise. I release the NLAA from all liability of any nature in using any electronic or film image and/or audio for NLAA advertising and promotional purposes.

This release shall be binding on my heirs' administrators and assigns.

Participant Consent For Collection, Use And Disclosure Of Personal Information

The NLAA understands the importance of protecting your personal information and compliance with government regulations. The NLAA collects "public" and "personal" information such as contact information, gender and date of birth to enable us to contact you and maintain communication with you; to provide accurate results and statistics. Event results, including the participant's name, will be posted on the NLAA website and available to local media. This is a public event, your name will appear in the event print and online results; and online registration/confirmation site.

Waiver

I understand that participation in sport involves risk of injury and that I OR my son/daughter may be injured in participating in this event. I acknowledge that I am aware of the particular risks involved in the events that I OR my son/daughter will be participating in. I WARRANT that I OR my son/daughter are physically fit to participate in this event.

I, for myself, my heirs, executors, administrators, successors, and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE NEWFOUNDLAND AND LABRADOR ATHLETICS ASSOCIATION, ATHLETICS NORTHEAST RUNNING CLUB, CAPITAL SUBARU, QUIDI VIDI BREWERY, CITY OF ST. JOHN'S, other event sponsors, and all other associations, sanctioning bodies and sponsoring companies, and all their respective agents, officials, servants, contractors, representatives, successors and assigns OF AND FROM ALL claims, demands, damages, cost, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of my participation in the said event, whether as a spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the event AND NOTWITHSTANDING that same may have been contributed to or occasioned by the negligence of any of the aforesaid.

I FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with my participation in the said event.

BY SUBMITTING this ENTRY, the Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

RULES AND POLICIES

- Upon acceptance as an Annual or One-Day member of NLAA and Athletics Canada (AC), I agree to abide by the by-laws, rules and policies of NLAA and AC.
- I give NLAA permission to collect, use and disclose personal information about myself as set out above.