

WAIVER OF LIABILITY AGREEMENT

I desire and voluntarily request to participate in the Heart & Sole Color Splash Fun Run/Walk on August 29, 2015, and/or I desire and voluntarily request that the Minor named below ("Minor Participant") participate in the Event. I acknowledge and understand that participating in the Event entails known and unanticipated risks that could result in bodily injury, death or damage to property. Specific risks and hazards involved in participating in this Event include but are not limited to the following: (1) auto accidents while traveling to and from the Event location or while traveling at the Event location; (2) dehydration; (3) physical injury sustained while participating in walking or running activities or activities near and on public and private streets; and (4) medical problems such as illness, allergies, respiratory diseases, etc.

With these understandings, and in consideration of being permitted to participate in this Event, I hereby agree, for myself and my spouse, parents, heirs, executors, administrators, assigns, and anyone who may be representing me, that:

1. I waive, release, discharge forever, covenant not to sue, and shall indemnify and hold harmless Heart & Sole Color Splash, its subsidiaries, affiliates, employees, agents and volunteers (hereinafter "Released Parties") from any and all liability for any and all loss, damage, injury to property, personal injury, death or otherwise, arising from or in any way connected to my, and any Minor Participant's, participation in the Event, however caused and regardless whether such loss, damage, injury or otherwise arises out of any act, omission or ordinary negligence on the part of Released Parties;

2. I assume full responsibility for any risk of bodily injury, or property damage, arising out of my, and any Minor Participant's, participation in this Event, however caused and regardless of whether such loss, damage, injury or otherwise arises out of any act, omission or ordinary negligence on the part of Released Parties; and

3. I have read, understand and agree to the terms of this Waiver of Liability Agreement and in furtherance of my agreement I have voluntarily signed and printed my name below. If for any reason any provision of this Waiver of Liability Agreement is found to be invalid, illegal, or unenforceable by court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. **I intend that this agreement shall constitute a complete and unconditional release of all liability of Released Parties to the greatest extent allowed by law.**

Complete the following if you are participating in the Event and are over 18 years of age:

Print Name: _____ Signature: _____

Date: _____

Complete the following if you are the parent or legal guardian of a Minor Participant who is under 18 years of age:

I am the parent or legal guardian of _____ and hereby consent to this Minor Participant's participation in the Event, and agree to the terms of this Waiver of Liability Agreement.

Print Name: _____ Signature: _____

Date: _____