

NOTE: THIS WAIVER IS TO BE USED EACH SEASON AFTER AUGUST 2023.

Girls on the Run Participant Program Waiver & Release

This is a legally binding ASSUMPTION OF RISK, COVENANT NOT TO SUE, AGREEMENT TO INDEMNIFY, AND RELEASE AND WAIVER OF LIABILITY FOR PROGRAM PARTICIPATION, PROGRAM TRANSPORTATION, RELEASE, AND PICK-UP ("**Agreement**") made by me in favor of each of the Girls on the Run councils conducting the **Girls on the Run**[®] ("**GOTR**") program; and Girls on the Run International; and their owners, directors, affiliates, officers, contributors, sponsors, employees, contractors, agents, volunteers, and assigns.

Consent to participate in the program. I am the parent or legal guardian of a minor ("**Participant**"). I agree that the Participant may participate in the GOTR program. I understand and acknowledge that the Participant's participation in the GOTR program is voluntary. The purpose of the program is to increase the Participant's activity/fitness level and self-esteem while at the same time teaching life skills that will be beneficial to the Participant as she enters middle school/adolescence. I understand that during the program, the Participant will be involved in outdoor physical activities. Physical reactions to exercise may include heat-related illness, abnormal heartbeats and blood pressure and, in rare instances, events such as heart attacks. **While Girls on the Run takes all reasonable safety precautions, we can make no guarantees regarding these and other risks such as contracting known or unknown viruses.** I hereby certify that there are no contraindications to the Participant's involvement in the Girls on the Run program. In consideration for GOTR allowing the Participant to participate in the GOTR program, I hereby covenant and agree as follows:

Release of liability. Recognizing the risks of the program, and in consideration for allowing the Participant to participate in the program, I hereby release, discharge and agree to hold harmless, and to indemnify each of the Girls on the Run councils conducting the GOTR program for Participant and Girls on the Run International, their owners, directors, affiliates, officers, contributors, sponsors, employees, contractors, agents and assigns against and from any and all causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, consequential damages and attorneys' fees (regardless whether pursuant to the laws of any county, state or country) claimed by, through or on behalf of me or the Participant related directly or indirectly to the program (including without limitation to contracting known or unknown viruses), and specifically including any and all claims for personal injuries sustained while participating in program activities without regard to negligence or negligent conditions. On behalf of myself and my family, heirs, and personal representatives, I hereby accept and assume all risks (both foreseeable and unforeseeable and including, but not limited to, injury, damage to property, and death) arising out of or related to the release and pick-up of the Participant from GOTR lessons and events and the transportation of the Participant to and from GOTR lessons and events, including without limitation parking lot shuttles, and hereby assume all responsibility for all losses, costs, and/or damages related to such transportation even if caused, in whole or in part, by the negligence of GOTR or its employees or agents. Additionally, on behalf of myself and my family, heirs, and personal representatives, I hereby release, discharge, and covenant not to sue each of the Girls on the Run councils conducting the GOTR program; and Girls on the Run International; and their owners, directors, affiliates, officers, contributors, sponsors, employees, contractors, agents, volunteers, and assigns to the fullest extent permitted by law from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to the release and pick-up of the Participant from GOTR lessons and events and the transportation

of the Participant to and from GOTR lessons and events, including without limitation parking lot shuttles, even if caused, in whole or in part, by the negligence of GOTR or its employees or agents.

Consent to emergency treatment. I hereby authorize Girls on the Run, if after a reasonable attempt has been made to reach a parent, guardian, emergency contact or authorized individual to obtain consent, or if sound medical practice decrees that there is not time to make such an attempt, to consent to any x-ray examination, anesthetic, dental, medical or surgical diagnosis or treatment, and hospital care, to be rendered to the Participant under the general or special supervision and on the advice of any physician or surgeon who may treat the Participant, and consent to any x-ray examination, anesthetic, dental, medical or surgical diagnosis or treatment and hospital care, to be rendered to the Participant by any health care professional who may treat the Participant. I agree to pay for any such treatment and to reimburse Girls on the Run for all costs and expenses it may incur related to such treatment.

Photo Release. I hereby grant GOTR its National Title Sponsors, its National Sponsors, and all assigns, licensees, successors in interest, legal representatives, employees, consultants, and those acting with permission or authority of the aforementioned parties, the absolute, irrevocable and unrestricted right to use photographs, video likenesses and audio recordings (including without limitation all originals, negatives, prints and transparencies or any duplicates or reproductions of the foregoing) that have been or will be taken of the Participant (collectively, "Images"), in which the Participant may be included with others, to copyright the same, in the name of Girls on the Run or otherwise; to use, re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs and videos, and in conjunction with any printed matter, in any and all media now and hereafter known, and for any purpose whatsoever; and to use my name in connection herewith.

I hereby release and agree to hold harmless Girls on the Run and all aforementioned entities, from any damages or liability relating to or arising from any use of or modification, alteration, distortion or other change to any of the Images and/or information gathered, unless it can be proven that such reproduction were maliciously caused, produced and published for the sole purpose of subjecting Participant to conspicuous ridicule, scandal, reproach, scorn and indignity. I hereby waive any claims I may have based on any usage of the Images, information gathered, or works derived thereof, including but not limited to claims for either invasion of privacy or libel. I represent, warrant and agree that the Participant will not disaffirm or disavow this release on the ground that the Participant was a minor on the date it is executed or any similar grounds whatsoever.

Consent to use participant's name with autogenerated fundraisers. I understand that an optional online fundraiser will be created as part of this program registration. For friends and family to easily find the participant's online fundraiser on our website, the name of the online fundraiser and the URL address associated with the fundraiser uses the participant's first and last name. If I would like to change the name of the fundraiser or the fundraiser URL—or if I would like the fundraiser deleted entirely—I will contact the council directly.

Consent to participate in a survey. I understand that my daughter may complete a confidential survey at the beginning and conclusion of the program. The survey assesses thoughts, feelings, and behaviors related to physical activity, self, and peers. This information will enable councils to determine whether improvements have occurred over the course of the season. No names will be included on the surveys; rather, a code number will be assigned to each girl that will only be known by council contacts. Registration and survey information is shared with Girls on the Run International.

Consent to receive gifts from sponsors. From time to time, Girls on the Run sponsors may provide products or offer services to participants. I understand that Participant may receive products or service offerings from sponsors of Girls on the Run, and consent to their provision and Participant's receipt thereof.

Guardian responsible for transportation of participant. I have read, understand, and agree with GOTR's Pick-Up and Release Policy - Guardian Communication. Specifically, I agree that I am responsible for arranging/providing for the Participant's transportation to and from all GOTR lessons and events in accordance with the terms of GOTR's Pick-Up and Release Policy - Guardian Communication.

Governing law and severability. This Agreement shall be construed in accordance with the laws of the state of North Carolina, which shall be the forum for any lawsuits filed in connection with or pursuant to this Agreement. The terms of this Agreement shall be severable such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby and shall still be enforceable to the extent permitted by applicable law. By entering into this Agreement, I am not relying on any oral or written representation or statements other than what is expressly set forth in this Agreement. I am fully competent to read and understand this Agreement, have carefully and thoroughly read it, fully understand its contents, and sign it of my own free will.

Force Majeure. GOTR reserves the right to postpone or cancel any GOTR event and/or activity due to circumstances beyond the control of GOTR such as a natural disaster or emergency, legal restrictions, labor disputes, epidemic or pandemic such as COVID-19 outbreak or any other similar illness beyond the control and without fault of GOTR, governmental action or as required to protect the safety of participants, families, staff and constituents. GOTR reserves the right to change the details of any GOTR event and/or activity without prior notice. In the event GOTR is unable to perform any of its obligations hereunder, GOTR shall not be liable to participants, families or constituents.

Acknowledgement. I hereby warrant and represent that I am the parent or legal guardian of the Participant and I am 18 years old or older; I have carefully read this consent and agree to its terms and conditions, that before signing this agreement I had the chance to ask questions; and I am aware that by signing this consent, I assume all risks and waive and release certain substantial rights that I and Participant may have or possess against Girls on the Run council conducting the GOTR program for Participant and Girls on the Run International. This permission and release is binding on me and my executor, administrators and heirs. To the extent permitted by applicable law, I hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding related to this agreement. and I expressly agree that this consent is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any provision thereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full legal force and effect.

Signature of Parent or Guardian

Date

Printed name of Parent/Guardian **AND** contact phone number