

Runner Agreement

WARNING: THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE EASTERN DUTCHESS ROAD RUNNERS CLUB AND OTHER EVENT PARTIES AND VENDORS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

WAIVER & RELEASE OF LIABILITY

As consideration for being permitted by the Eastern Dutchess Road Runners Club to participate in the 2023 Beer Mile (the "Activity"), I agree to all the terms and conditions set forth in this agreement (the "Agreement").

1. I am at least 21 years of age.
2. I (i) am in good health and proper physical condition to participate in the Activity; (ii) am neither pregnant nor might be pregnant; (iii) have no existing or pre-existing heart conditions; and (iv) am not under the influence of any illicit or prescription drugs which may in any way impair my ability to participate safely in the Activity. It is my sole responsibility to determine whether I am sufficiently fit to participate in the Activity.
3. I understand and will abide by the Activity rules and regulations posted by Eastern Dutchess Road Runners Club.
4. I UNDERSTAND THAT THE ACTIVITY, WHICH INCLUDES CONSUMING ALCOHOL WHILE RUNNING, IS A DANGEROUS ACTIVITY THAT INVOLVES THE RISK OF SERIOUS INJURY, DEATH, PROPERTY DAMAGE AND OTHER UNKNOWN RISKS AND DANGERS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASEES DEFINED BELOW. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. I do not intend to drive during or after the Activity. I understand that, as a result of my participation in the Activity, my blood alcohol content will exceed legal limits and that driving in such a condition involves risk of serious injury, death or property damage to myself and others. I am solely responsible for arranging a safe ride home from the Activity.
6. I expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Releasees, arising out of or attributable to my participation in the Activity, whether arising out of the negligence of any Releasees or otherwise. I covenant not to make or bring any such claim against the any Releasees, and forever release and discharge the Releasees from liability under such claims. "Releasees" means Eastern Dutchess Road Runners Club , and subsidiaries, promoters, race directors, sponsors, advertisers, host city, local organizing committees, venues and property owners of the venue where the Activity takes place, law enforcement agencies and other public entities providing support for the Activity, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, volunteers and successors and assigns.
7. I will defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party, arising out or resulting from any claim of a third party related to the Activity.

8. This Agreement, together with the Runner Agreement to which it is attached, represents the complete understanding between Eastern Dutchess Road Runners Club and me regarding the subject matter contained in the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. If any provision of this Agreement is held to be unlawful, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any remaining provisions of the Agreement or invalidate or render unenforceable such provision in any other jurisdiction. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in New York and I consent to the exclusive jurisdiction of such courts. By signing below, I acknowledge that I have read and understood all of the terms of this Agreement and that I am voluntarily giving up substantial legal rights (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns).

RUNNER NAME (PRINT) DATE

RUNNER SIGNATURE

DESIGNATED DRIVER DATE

