

Waiver and Release

In consideration of my participation as a member of Sweet Feet, including, but not limited to, any and all training and workout sessions, races, and all related social events and pre- and post-race activities, I, the participant, for myself and for my heirs, executors, successors and assigns, intending to be legally bound, waive and release any and all rights, claims, and causes of action I have or may have against the North Carolina Sweet Potato Commission ("Releasee") and its affiliates, directors, employees, representatives, successors and assigns (collectively "Releasee Group"), and sponsors of the event, their representatives and employees, for any and all injuries to me or to my personal property, including all injuries and/or damages suffered by me before, during, or after the event, whether caused by negligence of the releasees or otherwise while I am competing, observing, working for, or for any purposes participating in the event.

By signing below, I acknowledge my participation as a member of Sweet Feet involves rigorous physical activity and that it potentially may be hazardous. I attest and verify I am physically fit, sufficiently trained for the completion of this event, and that my physical condition has been verified by a licensed Medical Doctor. I knowingly, voluntarily, and expressly assume all known and unknown risks associated with being a member of Sweet Feet, including but not limited to: loss of or damage to my property; injury (including death); accidents; the effects of weather; and terrain conditions that may vary widely, and that may include uneven and/or slippery surfaces, spectators, participants, and natural and man-made obstacles (including without limitation, vehicles, security barriers, signs, cables, mats, and debris on the course). I hereby agree to indemnify and hold harmless all the aforementioned entities for all claims and losses (including attorney's fees and court costs), which may be brought against any one or more of them by anyone claiming to have been injured or otherwise to have suffered loss or damage as a result of my participation as a member of Sweet Feet. I hereby affirm that I understand, appreciate, and assume responsibility for the foregoing risks.

By signing below, I indicate my understanding of the roles and responsibilities of a member of Sweet Feet as described in the Information Packet, and am able and willing to perform those duties for the entire term required. I understand this is a volunteer position, for which I will receive no financial compensation, and that should I choose to relinquish my position, or if I am asked to resign due to poor conduct or failure to perform my duties, I will forfeit my right to any merchandise or other benefits.

I further grant full permission to any and all of the foregoing to copyright, edit, alter, copy, exhibit, publish, distribute, store, use and/or reproduce my image or likeness by any audio and/or visual recording technique (including electronic/digital) now in existence or hereafter invented, for any legitimate purpose, including commercial sales and marketing purposes. In addition, I waive any right to inspect or approve the finished product wherein my likeness or image appears. Additionally, I acknowledge that my participation is voluntary and that I waive any right to royalties or other compensation arising or related to the use of the image. I further release and hold harmless the Releasee and Releasee Group from any reasonable expectation of privacy of confidentiality associated with the images specified above. Since anyone can download an image from the Internet or make copies from printed reproductions, I agree that the Releasee is not responsible for unauthorized use of the images. I understand and agree that all photos will become property of the Releasee and that the same may not be returned.

I expressly agree that the foregoing agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. I have carefully read this document, fully understand it, and by signing it consent to its terms.

Applicant Signature

Date

If under 18 years of age:

Parent/ Guardian

Date