

RUN! AIDS WALK NEW YORK -- RELEASE,  
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

For and in consideration of the right and privilege of participating in the RUN! AIDS Walk New York 10k race sponsored by Gay Men's Health Crisis, Inc. ("GMHC") and organized by MZA Events ("MZA"),

I, on behalf of myself, my heirs, executors, administrators, and assigns and/or on behalf of my child, my child's heirs, executors, administrators, and assigns, hereby RELEASE, DISCHARGE, WAIVE AND RELINQUISH any and all liabilities, claims, damages, losses or expenses, known or unknown, including, but not limited to claims and/or causes of action for personal injury or death (including negligent rescue operations and other medical and/or dental treatment or care or negligent supervision) and/or property damage arising from my and/or my child's participation in the RUN! AIDS Walk New York, and/or any activities incidental thereto, against GMHC and MZA and their representatives, including, without limitation, all parent, subsidiary, and affiliated organizations, their respective agents, employees, servants, volunteers, directors, officers, attorneys, assigns and successors, and each of them (hereinafter referred to as "RELEASEES").

I, on behalf of myself and/or my child, voluntarily elect to participate in the RUN! AIDS Walk New York, and, in so doing, I, on behalf of myself and/or my child, hereby acknowledge, understand and agree:

(1) The RUN! AIDS Walk New York is an athletic event and is a test of a person's physical capacity which carries with it inherent risks of injury, death and/or property loss, which risks may not be known to me or readily foreseeable at this time. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, the negligence of RELEASEES, the actions or inaction of myself or of other people and runners including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or event producers, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I, on behalf of myself and/or my child, hereby assume and accept all of the risks of participating and/or volunteering in the RUN! AIDS Walk New York.

(2) That liability may arise from negligence or carelessness on the part of RELEASEES, including negligent rescue operations or medical and/or dental treatment or care or negligent supervision, from dangerous or defective equipment or property owned, maintained or controlled by them, and/or because of their possible liability without fault, and acknowledge and agree that I, on behalf of myself and/or my child, am relieving and releasing RELEASEES from liability TO ME AND/OR MY CHILD, MY AND/OR MY CHILD'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, OR ANY THIRD PARTY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF AND/OR RELATED TO PARTICIPATION IN THE RUN! AIDS WALK NEW YORK.

(3) I and/or my child are physically fit, have sufficiently trained for participation in the RUN! AIDS Walk New York, and have no medical, physical and/or mental problems or conditions that would make my and/or my child's participation/volunteering in the RUN! AIDS Walk New York detrimental, dangerous and/or injurious to my and/or my child's health or well-being as well as the well-being of others.

(4) That the streets, roadways, pathways and the like being used for the RUN! AIDS Walk New York have not and will not be maintained, inspected, supervised, controlled or secured by GMHC, MZA, or any of its agents and representatives. I, therefore, on behalf of myself and/or my child, further acknowledge, understand and assume the risks, if any, arising from the conditions of the various streets, roadways, pathways and the like being used for the RUN! AIDS Walk New York, and specifically release RELEASEES from any action or cause of actions arising from the failure to maintain, inspect, supervise, control or secure said areas; for the failure to warn of dangerous conditions existing on or near said locations.

(5) I and/or my child have medical insurance which will insure for any medical treatment necessary from any injury or damage that may result from participation in the RUN! AIDS Walk New York. I understand that I will be financially responsible for the cost of any such treatment or related care or medication and that the RELEASEES will have no obligation to pay any such costs. Any negligence on the part of any physician, dentist or hospital occurring during treatment may not be imputed to RELEASEES.

INDEMNIFICATION: I, on behalf of myself, my heirs, executors, administrators, and assigns and/or on behalf of my child, my child's heirs, executors, administrators, and assigns, agree that in the event any claim or cause of action shall be prosecuted on my and/or my child's behalf or otherwise brought by a third party against RELEASEES in connection with my or my child's participation in the RUN! AIDS Walk New York, I, on behalf of myself and/or my child, shall indemnify and hold harmless RELEASEES for any and all claims, causes of action, damages, liabilities or expenses by whomever or wherever made or presented.

MISCELLANEOUS: I, on behalf of myself and/or my child, hereby acknowledge, understand and agree that:

(1) This release, waiver of liability, assumption of risk and indemnity agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of laws principles.

(2) In the event any portion of this release, waiver of liability, assumption of risk or indemnity agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND THAT I FULLY KNOW, UNDERSTAND AND APPRECIATE ITS CONTENTS AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND THAT I EXECUTE THE SAME AND AGREE TO THE TERMS PROVIDED FOR HEREIN VOLUNTARILY, WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY KIND, AND OF MY OWN FREE WILL, ON BEHALF OF MYSELF AND/OR MY CHILD.

\*\* IF SIGNING AS A PARENT GUARDIAN FOR A MINOR (Under 18 years old), the undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity, acknowledges the risks described herein, and agrees to release, hold harmless and indemnify RELEASEES from all liability, loss, cost, claim or damage whatsoever which may be imposed upon them because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.