

## Waiver and Release

In consideration of the foregoing, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns, waive and release any and all rights, claims and courses of action I have or may have against Coyote 5K fun run, Tornillo Independent School District, and El Paso County, its Primary Sponsor and its affiliates, their agents, employees, officers, directors, successors and assigns, the Coyote 5K fun run, Tornillo Independent School District, and El Paso County, and any and all sponsors, their representatives and successors, that may arise as a result of my participation in The Event and any pre- and post- event activities. I attest and verify that I am physically fit and have sufficiently trained for the completion of this event and my physical condition has been verified by a licensed medical doctor. Further, I hereby grant full permission to all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose including commercial advertising

I assume all risks associated with running in this event, including but not limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential the contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html. I assume all such risks being known, appreciated, and accepted by me.

I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, and personal music players are not allowed in the race, and I will abide by all race rules. Having read this waiver and knowing these facts and inconsideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Coyote 5K fun run, Tornillo Independent School District, and El Paso County, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this event and personally assume this risk.

I grant permission to all the foregoing to use my photographs, motion pictures, recordings, or any other record of this event for any legitimate purposes. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.