This Release and Waiver of Liability ("Release") is executed on this day by submitting my entry, for myself, my heirs, executors and administrators in favor of the Tourette Association of America Inc. ("TAA"), a New York not-for-profit corporation, and its members, shareholders, directors, affiliates, officers, agents, and employees, TAA Chapters, corporation, and its members, shareholders, directors, affiliates, officers, agents, and employees. I agree, on behalf of myself, my heirs and my legal representatives, as follows: WAIVER AND RELEASE. I fully and irrevocably release and discharge the organizers and sponsors of this event, TAA, the Chapter, and TAA's and the Chapter's respective members, shareholders, directors, affiliates, officers, agents, and employees, and any other individual or entity working with TAA, and the Chapter in connection with the Race (collectively, the "Releases"), from any liability for any loss, liability, damage, or expense (including attorneys' fees and expenses), whenever arising or discovered, and for any claim or demand on account of, or relating to, any injury to me (of whatever extent or nature) and any damage to my property, including injury, loss or damage (of whatever extent or nature) caused in whole or in part by the negligence of any Releases or otherwise. I hereby give up all my rights to sue or make a claim against any Releases. MEDICAL TREATMENT. I hereby grant the Releases the power to consent to medical or dental treatment for me. I do hereby release and forever discharge the Releases from any claim whatsoever that arises, now or in the future, on account of any first aid, treatment or service rendered to me in connection with my participation in the Training Program and/or any Race. ASSUMPTION OF THE RISK. I understand the significant risks inherent in participating in running any Race, and I understand that accidents, with fatalities, serious bodily injury and/or property damage can occur while participating in and/or running any Race, as a result of negligence or otherwise. I agree not to enter and participate in the Race unless I am medically able and properly trained. I agree to abide by any decision of an event official relative to my ability to safely participate in and complete the Race. Relying upon my own judgment and ability, I will assume all risks of injury and loss (of whatever extent or nature) associated with participation in the Race, including, but not limited to, falls, injuries sustained during training and/or during the Race, contact with other participants, spectators or others, effect of the weather, including heat and/or humidity, traffic and the conditions of the course, all such risks being known and appreciated by me. INSURANCE. I understand that Releases do not carry or maintain health, medical, life or disability insurance coverage for me. I am expected and encouraged to obtain my own medical, health, life and/or disability insurance coverage. INDEMNIFICATION. I agree to indemnify and hold harmless the Releases from any loss, damage or expense incurred by any of them in investigating, preparing or defending against any lawsuit or claim, commenced or threatened, with respect to or arising out of the matters I have agreed to in this Release. PHOTOGRAPHIC RELEASE. I agree that the Releases and any person or entity authorized by TAA or the Chapter, may photograph, audio tape, videotape and/or film me during the Race and use such photographs, tapes and film in connection with TAA's or the Chapter's promotional, fund raising or other publicity efforts and any other lawful purpose related to TAA or the Chapter without remuneration. AUTHORITY. I am over the age of eighteen (18), and I have the legal right to waive, release and discharge the claims, lawsuits and other liabilities as set forth in this Release and to grant the consent to use of my name, voice and likeness as also set forth in this Release.