

Food Truck Rally 5K

Please print: First Name _____ Last Name _____

ENTRY AND PARTICIPATION AGREEMENT AND LIABILITY WAIVER

This Entry and Participation Agreement and Liability Waiver (the "**Agreement and Waiver**") is between Townsquare Lifestyle Events LLC ("**TSLE**") and _____ ("**Participant**" or "**I**"), and is made this ____ day of _____, 201__.

Participant (and the Parent or Guardian if under the age of 18) has read, understands and agrees with the following and acknowledges the same by Participant's signature (and the Parent or Guardian's signature if under the age of 18) below. Participant also understands that TSLE requires that, prior to participating in the Food Truck Rally 5K ("**Program**") and its accompanying event ("**Event**"), unless and until Participant initials where indicated and signs and dates below, Participant will not be permitted to participate in the upcoming Program and Event.

Rules: Participant acknowledges and agrees to become familiar with and abide by all written and/or posted rules TSLE related to the Program and Event, as well as all written and/or posted rules of the Program and Event. Participant further acknowledges and agrees to comply with all directions, instructions and decisions of TSLE and Program and Event personnel. Participant further acknowledges and agrees not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Initial: _____

No Liability: Participant acknowledges and agrees that: TSLE has made no representation or warranty as to the suitability of the Program and Event for any specific purpose; TSLE shall not undertake responsibility nor shall it be liable for the actions of any participant or third party in the Program and Event. TSM and its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, officers, directors, employees, staff, agents, servants, successors and assigns, the owner of the venue of the Program and Event, sponsors, or independent contractors shall not be responsible for any loss, costs, damages, consequential, special or punitive, or liability incurred by Participant of any nature including, but not limited to, those arising from any form of negligence, gross negligence, strict liability, reckless misconduct, intentional torts, personal injury, or criminal activity. Participant acknowledges and agrees that: this Agreement and Waiver is made in the State of Connecticut and shall be governed by and construed in accordance with Connecticut law without respect to its choice of law provisions; that all of the acknowledges, agreements, understandings, covenants, promises, representations, warranties, waivers, consents and releases contained in this Agreement and Waiver shall be binding upon me, my heirs, executors, administrators, personal or legal representatives, successors, assigns and all members of my family; and that the prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters including, but not limited to, appeals.

Initial: _____

Participant's Representations and Warranties: Participant represents and warrants that I am in sufficient good health, and in proper physical condition, to take part in the Program. I further agree and warrant that if at any time I believe, or become concerned, that any activity is or may be unsafe for me or others, I will immediately discontinue my participation. Therefore, I assume full responsibility for myself, for bodily injury, death, loss of personal property and expenses thereof as a result of these inherent risks or dangers and for any negligence or risks from my participating in the Program and Event.

Initial: _____

Attitude and Behavior: Participant acknowledges and agrees to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.
Initial: _____

Alcohol & Drugs: Participant certifies that I am not, and on the date of the Event will not be, under the influence of alcohol or any drugs or any other item that would in any way impair my ability to safely participate in the Program and Event, or my judgment. I further, understand that alcohol consumption prior, during and following the Program and Event is discouraged by TSLE and take full responsibility for any decision to consume alcohol at that time.
Initial: _____

Specific Rules: Participant acknowledges and agrees to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas at the Program and Event; 2) no wheeled conveyances or pets are allowed in the Program and Event; at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) Participant will obey civil and criminal laws including traffic laws.
Initial: _____

Dangerous and Extreme Conditions: By participating in the Program and Event, Participant acknowledges and agrees that: there are inherent risks in any adventure or obstacle run activity, which inherent risks include, among others, the risk of injury, illness, or death and the ever-present danger posed by the following activities which may, or may not, be offered by TSLE in the Program and Event: strobe lights, climbing ladders, unknown obstacles, low visibility obstacles, extreme heat, extreme cold, wind, running in the dark, smoke conditions, loud noises, sliding, jumping, carrying heavy objects, high pressure water, mud obstacles, breaking objects, and flying debris; and that there are dangers and rigors imposed by such activities. Knowing and understanding these risks, Participant agrees to fully assume all risk of illness, injury and death arising from or related to my participation in the Program and Event

Participant further understands and acknowledges that: the Program and Event may take place in extreme heat, extreme cold, extreme heights, and in confined spaces with strobe lights and conditions that contain inherent dangers including, but not limited to, weather, wind, water, mud, ropes, rain, snow, hail, terrain, extreme heat, extreme cold, and heavy equipment; that if I participate in this Event, I am doing so with the knowledge that such inherent dangers may occur; and that I have the option to cease participation in the Program and Event if I feel unsafe. Participant further agrees to bear the expense of voluntarily withdrawing or ceasing participation in the Program and Event before it is concluded.
Initial: _____

Delay or Cancellation: TSLE reserves the right to change the time and date and location of the Program and Event at its sole and absolute discretion due to, but not limited to, weather and atmospheric conditions. Further, TSLE reserves the right to change the course design or other aspects of the Program and Event to maintain the health, safety, and enjoyment of the participants. All entry fee payments are final and non-refundable. Further, Participant understands that Participant will not be entitled to a refund of any other costs incurred in connection with the Program and Event.
Initial: _____

Govern Participation: Participant acknowledges and agrees that TSLE has the authority to issue instructions or directions relating to the manner of my safe participation in the Program and Event and the authority to halt my participation in the Program and Event at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of TSLE.
Initial: _____

Removal: TSLE reserves the right to prevent any participant from the Program and Event or to terminate any participant at any time and in its sole and absolute discretion, if such participant is conducting him/herself in a way which is detrimental to the health, safety, or enjoyment of any other participant, including the offending participant or in any way violates any of the terms and conditions hereof (collectively, "for cause"). Participant agrees to abide by any TSLE decision regarding my participation in the Program and Event and any awards given by TSLE. Participant acknowledges and agrees that: there will be no refund for which payment has been received by TSLE; that I was provided with this Agreement and

Waiver prior to my attendance at the Program and Event; and that I had the option to forgo attendance at the Program and Event without agreeing to the terms in this Agreement and Waiver.

Initial: _____

Participant Consent to Recording and Use of Name, Likeness, etc.: For valuable consideration, including Participant being allowed to participate in the Program and Event, Participant hereby irrevocably authorizes and consents to the following: (i) TSLE and their designees and licensees filming, taping, photographing, recording, and otherwise capturing by any means now known or hereafter devised, my name, likeness, appearance, voice, performances, activities, interviews, signatures, and biographical information (collectively "**Participant Identity**") during and in connection with the Program and Event; (ii) TSLE, its affiliates and partners, and their designees and licensees making unlimited and unrestricted use, reproduction, editing, adaption, public display, public performance, broadcast, exhibition, streaming, publication, and distribution (whether by sale, lease, rental, or otherwise) of any and all photographs, still images, video and audio footage, recordings, transcripts, and other fixations and embodiments of Participant Identity resulting from the aforementioned filming, taping, photographing, recording, and capturing (collectively "**Recordings**") for any and all lawful purposes (commercial and non-commercial), including, without limitation, broadcasting, syndication, publishing, advertising, promotion, marketing, merchandising, editorial, education, training, public relations, charitable, and fundraising purposes, in perpetuity and throughout the universe, via any and all media now known or hereafter devised (including, without limitation, the Internet and mobile and wireless media, television, radio, print and electronic publications, and merchandise).

Participant acknowledges and agrees that as between Participant and TSLE, any and all Recordings and all copyrights and other intellectual property rights therein and thereto shall belong to and become the sole property of TSLE. Participant further understands, acknowledges and agrees that TSLE, as sole owner, has the full right to sell and/or profit from the commercial use of such Recordings or to transfer or assign the rights to use such Recordings to any entity without restriction and that in no event shall I have the right to enjoin the making, production, distribution, use or other exploitation of any Recordings by TSLE, its affiliates and partners, and their designees and licensees.

Initial: _____

Fee Refunds: Participant acknowledges and agrees that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for the Program and Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation. In such instances that the Participant can no longer attend the scheduled event, the registration is non-transferable to other locations or dates. I understand that I may transfer the registration to another runner for a small fee, and in doing so forfeit all right to the registration.

Notwithstanding the foregoing, Participant understands that active duty or deployed military participants may be entitled to a refund on a case-by-case basis upon providing sufficient, official documentation regarding the deployment that conflicts with the Program and Event.

Initial: _____

Age: Participant date of birth is as follows: _____

Initial: _____

Participant Release and Indemnity: As used herein, "**Released Parties**" include TSLE its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, officers, directors, employees, staff, agents, servants, successors and assigns, and its contractors, insurers, spectators, equipment suppliers, and volunteers; all TSLE event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

As used herein, "**Releasing Parties**" include the Participant as well as Participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on Participant's behalf.

FOR VALID CONSIDERATION, INCLUDING PARTICIPANT BEING ALLOWED TO PARTICIPATE IN THE PROGRAM AND EVENT, PARTICIPANT (ON BEHALF OF THE RELEASING PARTIES) HEREBY FOREVER AND IRREVOCABLY WAIVES, RELEASES, COVENANTS NOT TO SUE, AND DISCHARGES, AND FURTHER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS, TSM AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) (COLLECTIVELY "CLAIMS") ARISING FROM OR RELATED TO PARTICIPANT'S PARTICIPATION IN THE PROGRAM AND EVENT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, ILLNESS AND DEATH, INFLICTION OF EMOTIONAL DISTRESS, DAMAGE TO OR LOSS OF PROPERTY, VIOLATION OF RIGHT OF PUBLICITY OR PRIVACY, INFRINGEMENT OF COPYRIGHT, DEFAMATION, LIBEL, AND FALSE LIGHT, WHETHER KNOWN OR UNKNOWN, INTENTIONAL OR UNINTENTIONAL, AND WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE.

Participant further acknowledges agrees that I shall be liable for any attorneys' fees and legal costs incurred by the Released Parties in connection with any claim or lawsuit brought by me or any of the other Releasing Parties in violation of this Agreement and Waiver.

* * *

I have carefully read this Agreement and Waiver and understand that it contains, among other things, a full release of any liability of TSLE and its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, officers, directors, employees, staff, agents, servants, successors and assigns, and TSLE's independent contractors, vendors and suppliers, and constitutes a legally binding contract between me and TSLE. My signature below is of my own free will and I agree to all stated conditions, releases and limitations of liability. My failure to initial any of the foregoing paragraphs shall not change the binding nature of such paragraphs.

Participant's Signature: _____

Print name: _____ Date: _____

**CONSENT OF PARENT / LEGAL GUARDIAN:
(for Participant who is under 18)**

I, the undersigned, hereby certify that I am the parent or legal guardian of the aforementioned Participant; I have read and fully understand all the provisions (and their legal effect) of this Agreement and Waiver; and I fully accept and consent to this Agreement and Waiver and acknowledge and agree that the aforementioned Participant and I both shall be legally bound thereby.

Parent or Guardian's Signature: _____

Relationship to Participant: _____

Print name: _____ Date: _____