



ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE FROM LIABILITY (AAWRL)

Heartfulness Institute and Participant ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE FROM LIABILITY (AAWRL)

PLEASE READ THE FOLLOWING ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

As used in this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE FROM LIABILITY, (a) "HFN-PARTNER" means and includes Heartfulness Institute and any other organization(s) and professionals who are partnering, sponsoring, co-sponsoring, providing facilities to the events held jointly or severally, its race directors, officers, heirs, assigns administrators, representatives, and executors, firms, corporations, business, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives an successors, and other persons , partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with HFN-PARTNER singly or together and its and each of their officers, employees, contractors, volunteers, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE FROM LIABILITY, for whom you are waiving certain rights.

The activity for which you are registering (the "Event") may be physically challenging and may pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the Event without undue risk to your health or your life. We do not conduct health or fitness checks on entrants. The Event may involve inherent risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk. Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Event, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18. In consideration of being permitted to register and/or participate in and/or observe the Event, on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you (if relevant under the applicable laws), you understand that:

IF ANY CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY; I ACKNOWLEDGE THAT THERE MAY BE TRAFFIC OR PERSONS ON THE COURSE ROUTE, AND I ASSUME THE RISK OF Running, AND PARTICIPATING IN ANY OTHER EVENT PRODUCED BY HFN-PARTNER. Under these circumstances, I also ASSUME ANY AND ALL OTHER RISKS associated with participating in the Heartfulness RUN, including but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, rain, humidity, or any other acts of God. Defective equipment, the condition of the roads, water hazards, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me; I also acknowledge that rain can make it near impossible to host the event due to the foam component makes certain weather conditions impossible for the event to take place and that there are no refunds for canceled or



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rescheduled events due to acts of God. I further acknowledge that these risks include risks that may be the result of the negligence of persons or entities mentioned above in subparagraph (b) or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above (“HFN-PARTNER”) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above (“HFN-PARTNER”) from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys’ fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AAWRL including but not limited to my covenant not to sue; (iii) the conditions of the facilities, equipment or areas where the event or activity is being conducted; (iv) any other harm caused by me; or (v) any other harm caused by an occurrence related to the Heartfulness RUN. I FURTHER GRANT PERMISSION for the use of my name and/or likeness relating to my participation in the Heartfulness RUN, and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness. I HERE AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.

The activity for which you are registering (the “Event”) may be physically challenging and may pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the Event without undue risk to your health or your life. We do not conduct health or fitness checks on entrants.

The Event may involve inherent risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk.

Authority to Register and/or to Act as Agent: You represent and warrant to “HFN-PARTNER” that you have full legal authority and capacity to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the “Registered Parties”), including full authority to make use of the credit or debit card to which registration fees will be charged.

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE on his/her behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold HFN-PARTNER harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (each, a “Liability” and collectively “Liabilities”) in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver.



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In addition, if, despite this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE, any of the Registered Parties makes a claim against HFN-PARTNER, you agree, immediately upon request or demand by HFN-PARTNER, to defend, indemnify, and hold HFN-PARTNER harmless from all Liabilities which may be incurred as the result of such claim.

2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE EVENT, DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT PARTICIPATING IN THE EVENT MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE EVENT. IT IS YOUR RESPONSIBILITY TO CHECK AND TO ENSURE THAT YOU ARE AT ALL TIMES MEDICALLY AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES RELATED TO THE EVENT.

You represent and warrant that you are in good physical condition, are able to safely participate in the Event, and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by HFN-PARTNER or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all applicable laws while participating in or attending the Event.

HFN-PARTNER SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HFN-PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, HFN-PARTNER WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE HFN-PARTNER SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE HFN-PARTNER SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY HFN-PARTNER; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;



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(F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE HFN-PARTNER SITES; (G) ANY OTHER MATTER RELATING TO THE HFN-PARTNER SITES, OR HFN-PARTNER PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT HFN-PARTNER MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY HFN-PARTNER FROM YOU.

NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING HFN-PARTNER'S OR THE EVENT ORGANIZER'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

INDEMNITY: YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HFN-PARTNER AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF HFN-PARTNER, (B) YOUR USE OF HFN-PARTNER, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF HFN-PARTNER'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HFN-PARTNER MAKES NO WARRANTY THAT HFN-PARTNER SITES' SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. HFN-PARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HFN-PARTNER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE HFN-PARTNER SITES. HFN-PARTNER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

Use of Media: You hereby irrevocably grant HFN-PARTNER and the Event organizer permission to record your voice and photograph you in conjunction with the Event. You understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. You further grant HFN-PARTNER and the Event organizer permission to use your photograph, voice, and likeness taken in conjunction with the Event, in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any legitimate purpose including, without limitation, any commercial purpose, without compensation to you. You further waive any right of inspection of any such recordings and photographs. You understand that any such recordings and photographs recorded by HFN-PARTNER and/or the Event organizer shall become the sole property of HFN-PARTNER and/or the Event holder, as applicable.



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Severability: You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

BY INDICATING YOUR ACCEPTANCE OF THIS ACKNOWLEDGMENT, AGREEMENT, WAIVER AND RELEASE, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.