

**EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. – 2019 AIRVENTURE RUNWAY 5K RUN**  
**AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY**

In consideration of being permitted to participate in the Activities (as defined below) conducted by Experimental Aircraft Association, Inc., I, the undersigned participant ("Participant") agree as follows:

1. **Activities** – I would like to participate in the **2019 AirVenture Runway 5K Run** (the "Activities"), including but not limited to the following activities: **A five (5) kilometer run on grounds owned and/or leased by Experimental Aircraft Association, Inc. The Activities entail physical exertion that may be more challenging to the Participant depending on Participant's health, fitness level, running pace, and the weather. I will only participate if I am certain that I am capable and healthy enough to do so, and have not been advised by a doctor to the contrary. I agree that I will cease the Activities if I begin to feel ill, injured, faint, tired, dehydrated, or overcome and will immediately inform the 5K Run staff and seek medical assistance.**

2. **Assumption Of Risk** – I understand that participation in the Activities carries with it inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains, (b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (c) catastrophic injuries, including paralysis and even death. **Notwithstanding these risks and other hazards of the Activities that may be foreseeable but not specifically identified herein, I, for myself, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury, death or property damages arising out of or related to the Activities.**

3. **Release, Discharge, and Agreement Not To Sue** – I, for myself, my heirs, personal representatives and assigns, do hereby release, discharge and **agree not to sue** Experimental Aircraft Association, Inc. ("EAA"), EAA Aviation Foundation, Inc. ("Foundation"), their respective affiliates, and the respective officers, directors, members, employees, agents, and volunteers of each of those entities (collectively referred to herein as the "Releasees") from any and all claims that we might otherwise have against the Releasees, for any injury to or death of the Participant, or for any damage to our property, arising from, but not limited to, participation in the Activities. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any active or passive negligence of the Releasees, and any other breach of a legal duty arising by common law, statute, contract or otherwise.

4. **Indemnification And Hold Harmless** – **I agree to indemnify and hold the Releasees harmless** from, without limitation, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, incurred, brought as a result of or arising out of my involvement in the Activities and to reimburse Releasees for any such costs and expenses as they are incurred. **I expressly acknowledge and agree that this duty to indemnify and hold Releasees harmless shall apply even under circumstances where any Releasee has acted in a negligent or tortious manner.**

5. **Photo and Image Release** – I hereby give EAA the absolute and irrevocable right and permission to use photographs, pictures and/or images of me, taken at or derived from my participation in the Activities, in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with EAA's or the Foundation's activities, programs, publications and publicity.

6. **Acknowledgements and Full Release** – I acknowledge that EAA has given me the opportunity to object to and bargain regarding any of these provisions, but I have voluntarily and knowingly chosen not to do so. **I am freely and voluntarily signing this Agreement and intend that my signature be the complete and unconditional release of all liability to the greatest extent allowed by law.**

7. **Severability** – I expressly agree that these agreements are intended to be as broad and inclusive as is permitted by the law of the State in which the Activities are to be conducted and that if any part of any provision is held to be invalid, it is agreed that the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

**BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. If an accident were to occur, you (by signing this Agreement) would be giving up legal rights that you might otherwise have. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it. Instead you should consult with your legal advisor.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Date of Birth

\_\_\_\_\_  
Name of "Participant" (Printed)

Date: \_\_\_\_\_