

ACTIVITY RELEASE AGREEMENT

PARTICIPANT NAME: _____

ADDRESS (Street, City, State, Zip Code): _____

PHONE (including area code): _____

I, _____, will participate in a promotional Event called the ZZO's Bearman 0.5K arranged by, conducted or promoted by iHeartMedia and/or its affiliated Stations, WZZO or Companies (iHeartMedia"). The activity involves my participating in a 0.5k Walk/Run to take place on Sunday June 16th, 2019 at Blue Mountain Resort in Palmerton from 12pm-3pm (the "Activity"). In consideration for allowing me to participate in the Activity and for a possible Prize, I understand and agree to the following:

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the Event or Activity, including but not limited to iHeartMedia, its parents, affiliates, the Activity's sponsoring organizations, venue and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, talent, volunteers and contractors. Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all property and economic damages, diminution of value, loss or use, loss of business opportunities, loss of value, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

I warrant that I have no physical condition that would prevent me from participating in the Activity. I fully realize, understand and acknowledge the dangers of participating in the Activity, to include, but not limited to, sprains, strains, bruises, broken bones, head injuries and even death, and that no amount of care, caution or expertise can eliminate such dangers. I acknowledge that the Released Parties make no representations, implied or otherwise, about the safety of the Activity.

IN CONSIDERATION OF YOUR ALLOWING ME TO PARTICIPATE IN THE ACTIVITY AND POSSIBLY WIN A PRIZE, I EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN RELATED TO THE EVENT, THE ACTIVITY OR ANY PRIZE, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, IN CONSIDERATION FOR BEING INVOLVED IN THE ACTIVITY, HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DISCHARGE FROM LIABILITY THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED IN ANY WAY TO THE EVENT, ACTIVITY OR THE PRIZE WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CAUSE OR NATURE, AND I FURTHER WAIVE ANY CLAIM THAT I MIGHT STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES WHICH I HAVE OR MAY HAVE AT ANY TIME ARISING OUT OF MY ASSOCIATION WITH, TRAVEL TO OR FROM, OR PARTICIPATION IN THE EVENT, ACTIVITY, OR IN ANY OTHER WAY RELATED TO OR RESULTING FROM THE ACTIVITY. I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT I WILL LOSE ANY RIGHT I MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE EVENT OR ACTIVITY, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF MY PARTICIPATION IN THE EVENT OR ACTIVITY, EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHOLE

OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN.

I acknowledge and agree that the Released Parties may subsequently use for publicity and/or promotional purposes, my name, likeness, photographs, videotapes or other recordings of me participating in the Event and/or Activity, without any additional consideration to me beyond allowing me to participate in the Activity.

I acknowledge and agree the release I have granted herein shall extend to and protect the agents, employees, representatives, assigns and successors in interest of the Released Parties.

I ACKNOWLEDGE AND AGREE THAT THE RELEASE I HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE PARTICIPATING IN THE ACTIVITY OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY, WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY MY SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES, AND/OR OTHER THIRD PARTIES.

I certify I am over the age of 18 and am legally competent to sign this Release Agreement (or my parent/legal guardian has signed below if I am below the age of 18) and I understand that the representations contained in this Release Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Release Agreement and I have signed this document of my own free act.

If any provisions of this Release Agreement shall be deemed to be unenforceable and/or void, the remainder of this Release Agreement shall not be affected thereby and the remainder of this Release Agreement shall be fully enforceable.

I ACKNOWLEDGE AND AGREE THAT I: (1) HAVE RECEIVED A COPY OF THIS RELEASE (3 PAGES) FOR REVIEW AND STUDY AND HAVE HAD AMPLE TIME TO REVIEW IT BEFORE SIGNING; (2) HAVE READ THIS RELEASE CAREFULLY; (3) HAVE BEEN GIVEN A FAIR OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE; (4) UNDERSTAND ITS PROVISIONS; (5) UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY; (6) HAVE DETERMINED THAT IT IS IN MY BEST INTEREST TO ENTER INTO THIS RELEASE; (7) HAVE NOT BEEN INFLUENCED TO SIGN THIS RELEASE BY ANY STATEMENT OR REPRESENTATION BY THE RELEASED PARTIES NOT CONTAINED IN THIS RELEASE; AND (8) ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Date: _____ Signature: _____

If the **PARTICIPANT** of this Activity noted on the signature line above is a **MINOR**, by signing below, the undersigned hereby confirms that (i) he/she is the parent and legal guardian of such minor; (ii) hereby consents to the minor's participation in the Activity; (iii) acknowledges that the Released Parties will not nor have any obligation to supervise or chaperone the minor for Activity; and (iv) consents and agrees to all provisions of this Release Agreement and agrees that all provisions of this Release Agreement shall be effective as to such minor.

I agree that I will indemnify and hold harmless the Released Parties from any costs or liabilities related to claims made by or on behalf of the stated minor due to any insufficiency in my full legal authority to sign this Release of rights on behalf of Minor Child.

Date: _____ Parent Signature: _____

Parent Name (Printed): _____