

# 2020 Corporate Challenge Waiver

## 2020 Indiana Sports Corp Corporate Challenge Waiver

### RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the 2020 Indiana Sports Corp Corporate Challenge, its related events and activities, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this Event is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Indiana Sports Corporation immediately;

4. I agree to abide by the Center for Disease Control's (CDC) current, ongoing and future updated recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I further agree to abide by the recommendations of the State, County and Local Health officials in the prevention of the spread of COVID-19 and other communicable diseases. I have read the general safety plan developed in regard to participation in the Event addressing the prevention for the spread of COVID-19 and other communicable diseases found here: <https://www.indianasportscorp.org/covid-19-updates>. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in the Event, and personally assume this risk.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Indiana Sports Corporation, Indianapolis Motor Speedway, LLC ("IMS"), Royal Pin Leisure Centers, Tuxedo Brothers Event Management, Indy Complete Fitness, The YMCA, and Incrediplex as well as their affiliates, officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. I, HEREBY GRANT Indiana Sports Corporation and IMS the permission to use my likeness,

voice and words in television, radio, film or any other form for promotional purposes.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT,  
FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP  
SUBSTANTIAL RIGHTS BY SELECTING THAT I ACCEPT THE TERMS, AND DO SO  
FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.