

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement (“Agreement”) waives important legal rights. Please read it carefully before signing.

I, the undersigned (“Participant”), hereby agree to the following:

I accept full responsibility for my participation, as well as the participation of the minor(s) listed below (if any) (my “Children”), in the Brew & Buddy Run (the “Event”) hosted by The Paramount Theater of Charlottesville, Inc. (the “Host”). I am aware that participation in the Event may pose potentially serious risks of injuries or death. I acknowledge that I have voluntarily made the choice to expose myself and my Children to these risks. I am also aware that participation in the Event includes the potential to be included in photographs. I acknowledge that I have voluntarily made the choice to allow myself and my Children to be photographed. **BY SIGNING BELOW, I UNDERSTAND THE FOREGOING AND DO HEREBY VOLUNTARILY EXPOSE MYSELF AND MY CHILDREN TO AND ASSUME ALL RISKS INHERENT IN THE EVENT, AND I ACCEPT COMPLETE RESPONSIBILITY FOR ANY CONSEQUENCES WHICH MAY RESULT.**

In consideration of the permission extended by the Host to participate in the Event, **I HEREBY FOREVER WAIVE, REMISE, RELEASE, AND DISCHARGE, ON BEHALF OF MYSELF AND MY CHILDREN**, the Host, and any of its current and former officers, directors, employees, agents, personnel, volunteers, affiliated organizations and contractors from any and all liability, claims, demands and causes of action, known or unknown, which I or any of my Children, ever had, or now have, or may have, on account of personal injury, injury to persons not listed on this Agreement, or damage to property resulting from, arising out of or sustained during participation in the Event. I hereby agree, on behalf of myself and my Children, that the Host, and any of its current and former officers, directors, employees, agents, personnel, volunteers, affiliated organizations and contractors shall not be held liable for any personal injury, death, economic loss or any other claim resulting from, arising out of or sustained during the Event.

This Agreement shall be governed and construed under the laws of the Commonwealth of Virginia. I agree that this Agreement is intended to be as broad and as inclusive as permitted by the laws of the Commonwealth of Virginia and that if any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full force and effect. **THIS IS A LEGALLY BINDING AGREEMENT WHICH I HAVE READ AND UNDERSTOOD; AND I SIGN BELOW AS MY OWN FREE ACT. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE ON BEHALF OF MYSELF AND MY CHILDREN.**

PARTICIPANT:

GUARDIAN (if participant is under 18):

Print Name

Print Name

Signature

Print Name

Date

Print Name