

# Signed Waivers

## Participant Information

**Name:** Heather Yates  
**Email:** hyates392@gmail.com  
**Address:** 85 sunshine trl , Van Alstyne , Texas, 75495, United States  
**Confirmation Number:** GukTn

## Event Information

**Event Name:** Gainesville Marathon  
**Event Date:** February 23, 2025  
**Event Location:** Gainesville, Texas, United States  
**Sub-Event:** 10K

## Signed Waiver Terms

### Movemint Waiver

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, Movemint, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that participating in an event is a potentially hazardous activity. I should not enter unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at:

<https://www.cdc.gov/>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard athletic event industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

### **Signature Confirmation**

**Participant Name:** Heather Yates

**Waiver:** Movemint Waiver

**Date Signed:** November 30, 2024 at 10:45 PM UTC

## Event Waiver

I, THE UNDERSIGNED (OR ON BEHALF OF THE UNDERAGE/MINOR PARTICIPANT(S), HEREBY ASSUME ALL OF THE RISKS, KNOWN OR UNKNOWN, OF PARTICIPATING IN ANY AND ALL ACTIVITIES AND/OR EVENTS ASSOCIATED WITH, SPONSORED, PRODUCED OR HELD BY TEXAS OUTLAW RUNNING COMPANY OR ANY OF ITS AFFILIATED ENTITIES, OWNERS OR PARTIES (herein, collectively, known as "Texas Outlaw Running"), including but not limited to heat or cold injuries, falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, animals, and spectators including the potential of contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators.

I understand participating in any Texas Outlaw Running race, activity, or event (collectively or individually, an "Event") is potentially hazardous and could cause injury or death or loss of property due to many factors beyond Texas Outlaw Running's control, including without limitation, effects of the weather, high heat and/or humidity, freezing cold temperatures, trail conditions, traffic and the conditions of the road including surrounding terrain, equipment, facilities, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the Event. I will not enter and participate in the Event unless I am in good health, medically able, and properly trained (as applicable to volunteers) for participating in such Event. By my signature (and/or or initials) below, I certify that the foregoing sentence is true and applicable to the Event or activity or event I am registering for.

I certify that no health-related reasons or problems preclude my participation in this Event or any activity I am registering for, including, but not limited to, having tested positive for SARS-CoV-2 (COVID-19) within the fourteen (14) day period before the activity/event. I further agree to abide by the Center for Disease Control's (CDC) 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> (as may be updated from time to time). In addition, I acknowledge the contagious nature of COVID-19 and/or other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this Event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 and/or other communicable diseases in connection with my participation in this event and personally assume these risks.

I agree to abide by any decision of Texas Outlaw Running or any race official relative to any aspect of my participation in the Event, including the right of any official to deny or suspend my participation for any reason whatsoever or posting of any results, including any negligence, errors or omissions. I attest that I have read the Event rules and agree to abide by them. I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, and personal music players are not allowed in the race, and I will abide by all race rules

(which may be amended from time to time). I agree to be subscribed to Texas Outlaw Running's email and/or distribution list.

I understand while participating at any Event, I grant permission to Texas Outlaw Running to allow my photographs, videos, motion pictures, digital recordings, film likeness or any other record of this Event to be used for any legitimate purpose by Texas Outlaw Running, the activity holders, producers, sponsors, organizers, and or their assigns, which may include posting to social media. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this agreement, I consent that I am not entitled to a refund of any

kind if the event is canceled before or during the event for any reason whatsoever.

In consideration of my registration and permitting me to participate in this Event, or any other Texas Outlaw Running activities and events, I hereby understand and acknowledge, and willfully agree to and take action for myself, my executors, personal representatives, administrators, heirs, next of kin, successors, and assigns to the following:

I HEREBY (FOR MYSELF AND ANYONE ENTITLED TO ACT ON MY BEHALF, OR ON BEHALF OF ANY MINOR PARTICIPANTS), WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES (DEFINED BELOW), FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME INCLUDING MY PARTICIPATION AND TRAVELING TO AND FROM THIS EVENT, THE FOLLOWING ENTITIES OR PERSONS: GAINESVILLE MARATHON, COOKE COUNTY, CITY OF GAINESVILLE, U.S. GOVERNMENT, TEXAS DEVIL RUNNING COMPANY LLC, TEXAS OUTLAW RUNNING COMPANY, AT ANY VENUE WHERE SUCH ACTIVITY OR EVENT IS BEING HELD, INCLUDING WITHOUT LIMITATION, ANY BUSINESS, PARK (INCLUDING ANY PUBLIC VENUE), CHURCH, RECREATIONAL OR SPORTING AREA OR OTHER LOCATION OF ANY KIND, AND/OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, CONTRACTORS AND AGENTS, AND ANY EVENT OR ACTIVITY THIRD-PARTY BUSINESSES, VENDORS, HOSTS, HOLDERS, SPONSORS, AND OTHER VOLUNTEERS (COLLECTIVELY, THE "RELEASED PARTIES").

FURTHER, I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND AGREE AND COVENANT NOT TO SUE OR BRING ANY CLAIM IN ANY FORMAT THAT IS RELEASED HEREUNDER, THE RELEASED PARTIES, AND THEIR REPRESENTATIVES AND AGENTS FROM ALL ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES AND COSTS THE RELEASED PARTIES, THEIR RESPECTIVE REPRESENTATIVES OR AGENTS MIGHT NOW OR IN THE FUTURE SUFFER ON ACCOUNT OF MY OR MY MINOR PARTICIPANT'S PERSONAL INJURY OR

DEATH OR DAMAGE TO OR LOSS OF PROPERTY INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM MY OR MY MINOR PARTICIPANT'S TRAVEL TO/FROM, ATTENDANCE AT THE EVENT OR ACTIVITIES BEFORE, DURING OR AFTER THE EVENT OR ACTIVITY, REGARDLESS OF WHETHER SUCH ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS, OR EXPENSES AROSE OUT OF OR WERE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES OR THEIR RESPECTIVE REPRESENTATIVES OR AGENTS AND WHETHER DUE TO ANY HAZARDS PRESENT IN, ON OR AROUND THE EVENT VENUE.

This Texas Outlaw Running Participant Waiver, Release, Indemnity and Covenant Not to Sue ("Waiver") shall be (i) governed under Texas law, and (ii) construed broadly to provide a release and waiver to the maximum extent permissible under Texas law. If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction.

I hereby consent to, for myself or any minor participant, to receive medical treatment,

including emergency medical transportation, which may be deemed advisable in the event of injury, accident, and/or illness during this Event and all Texas Outlaw Running activities and events. I AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS ALL RELEASEES FOR ANY COSTS INCURRED TO TREAT ME OR ANY MY MINOR, EVEN IF A RELEASEE HAS SIGNED HOSPITAL DOCUMENTATION PROMISING TO PAY FOR TREATMENT.

I CERTIFY I HAVE READ THIS WAIVER AND I FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND A CONTRACT IN WHICH I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY I AM 18 OR OLDER. IF THE PARTICIPANT IS UNDER THE AGE OF 18, A PARENT/LEGAL GUARDIAN MUST SIGN AND AGREE TO THE TERMS HEREIN ON BEHALF OF SUCH UNDERAGE PARTICIPANT. AN ELECTRONIC SIGNATURE OR INITIALS AND/OR ACCEPTANCE OF THIS WAIVER SERVES AS LEGAL AND BINDING ACKNOWLEDGEMENT OF THIS PARTICIPANT WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND COVENANT NOT TO SUE ON ME, ANYONE I AM SIGNING ON BEHALF OF, AND ANY MINOR PARTICIPANT (IF APPLICABLE).

## Signature Confirmation

**Participant Name:** Heather Yates  
**Waiver:** Event Waiver  
**Date Signed:** November 30, 2024 at 10:45 PM UTC

*This document certifies that Heather Yates has digitally signed the following waiver agreement(s) for Gainesville Marathon: Movemint Waiver, Event Waiver.*

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