

Signed Waivers

Participant Information

Name: Wes Diveney
Email: diveney97@gmail.com
Address: 1422 w belmont ave, Chicago, Illinois, 60622, United States
Confirmation Number: MGdLI

Event Information

Event Name: Chicago 13.1 Shakeout
Event Date: May 31, 2025
Event Location: Chicago, Illinois, United States
Sub-Event: Chicago 13.1 Shakeout

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: Wes Diveney
Waiver: Movemint Waiver
Date Signed: May 22, 2025 at 02:35 PM UTC

Event Waiver

VOLUNTARY RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of my participation in the Patagonia Community Run Series, held on 05/31/2025, commencing at Patagonia Fulton Market & 1115 W Fulton Market (including any other activities, contest or events, collectively the "Event"), and all activities associated therewith, the undersigned for myself, my personal representatives, heirs, next of kin, spouse and assigns DO HEREBY:

1. Release, Discharge and Covenant Not To Sue Patagonia Works, Patagonia, Inc., all of their affiliated companies, their officers, directors, agents, Trustees, contractors, employees, shareholders and insurers (all collectively referred to herein as "Releasees") from any and all claims, loss, liability, damages, or expense related to the Event in any way, arising out of 1) any wrongful or negligent acts or omissions on the part of Releasees or any other person; 2) failure or malfunction of any equipment or vehicle or 3) any other cause whatsoever, which may cause me injury, death, damages of any kind, delay, inconvenience or property damage. I hereby covenant to defend Releasees, hold Releasees harmless, and to indemnify Releasees for any claim, loss, liability or expense (including, without limitation, attorneys' fees and costs which Releasees, or any of them, may incur) Releasees may incur in connection with the Event or arising out of my activities.
2. Understand that by participating in this Event and/ or entering any premises owned or controlled by Releasees, that you are assuming liability for an injury or death if such injury or death results from the inherent risks of contracting COVID-19.
3. Understand that participation in this Event can present hazards and danger of injury. My participation is voluntary and I Voluntarily Elect to Accept All Risks connected with my participation in the Event.
4. Understand that athletic events involve certain inherent risks of possible injury, including or loss of life. Despite these risks, I still choose to proceed in such activity.
5. Acknowledge that I am familiar with any equipment I may be using, or will become familiar with it prior to use, and the safety and warning aspects of such equipment, and I will comply with these. If I fail to do so for any reason, I ASSUME ALL RISK for myself and assume all liability to others for such failure, and I HEREBY RELEASE Releasees for any failure or malfunction in the equipment or its inadequacy for the use I make of it.
6. Represent that I know of no physical disorder which should keep me from participating in the Event and I agree that I AM SOLELY RESPONSIBLE for any and all injuries or harm that I may incur in participating in the Event.
7. Agree that this Agreement shall apply to any incident, injury, accident or death associated with the Event, and to any injury, accident, death, or damages occurring as a result of the Event any time after the execution of this Agreement.
8. Agree that in the event any court finds any of the provisions of this Agreement unenforceable, then such court

shall sever such unenforceable provision to the extent necessary to enforce the remaining provisions of this Agreement.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE AND WAIVER OF ALL CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM RELEASEES. I UNDERSTAND I ASSUME ALL RISKS INHERENT IN THE EVENT AND IN THE ACTIVITIES I WILL PARTICIPATE IN. I HAVE BEEN GIVEN TIME TO CONSIDER WHETHER TO SIGN THIS RELEASE AND TO REVIEW IT WITH MY OWN COUNSEL, AND HAVE EITHER DONE SO OR VOLUNTARILY ELECTED NOT TO DO SO. I HAVE VOLUNTARILY SIGNED MY NAME SHOWING THAT I ACCEPT THE ABOVE PROVISIONS.

Signature Confirmation

Participant Name: Wes Diveney
Waiver: Event Waiver
Date Signed: May 22, 2025 at 02:35 PM UTC

This document certifies that Wes Diveney has digitally signed the following waiver agreement(s) for Chicago 13.1 Shakeout: Movemint Waiver, Event Waiver.

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