

Signed Waivers

Participant Information

Name: Paul Atienza
Email: paulalexatienza@gmail.com
Address: 562A Filbert St, Apt 2, San Francisco, California, 94133, United States
Confirmation Number: OA3jW

Event Information

Event Name: East Boston Run Club x ANTA Running
Event Date: April 20, 2025
Event Location: Boston, Massachusetts, United States
Sub-Event: East Boston Run Club Social Run

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: Paul Atienza
Waiver: Movemint Waiver
Date Signed: April 15, 2025 at 10:24 PM UTC

Event Waiver

In consideration of joining in any of the ANTA Running events in 2025 (the "Activity" or "Activities") that are sponsored by ANTA SPORTS AMERICA INC, a California company ("ANTA"), I agree and acknowledge that:

1. I am fully aware that there are significant inherent risks and dangers involved in physical training and exercise activities, including the potential of death, injury, disability, short-term and long-term health effects and/or property damage. I accept all the risks of participating, even if the risks are created by the carelessness, negligence, or gross negligence of a Released Party (as defined below) or anyone else.

2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, costs, procedures, personal injury or death in connection with participation in the Activity, including being exposed to or infected with communicable diseases (including, without limitation, COVID-19). "Released Party" means each of (i) ANTA, a California company (ANTA), (ii) Total Applications, LLC, a Wisconsin company ("Total Applications"), (iii) Apple Event Services, a Texas company ("ESW"), (v) each of their respective affiliates, representatives, directors, officers, agents, employees, contractors and volunteer staff and each of their respective successors and assigns.

3. I agree and acknowledge that:

a. I am in proper physical and mental condition to participate in the Activities, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death;

b. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured;

c. at all times I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by ANTA, Total Applications or any of their respective employees, agents or contractors;

d. I understand that I am under no obligation to participate in the Activities and it is my choice to both participate and attend; and

e. my participation in the Activity or Activities may include an increased risk of exposure to or infection by communicable diseases (including, without limitation, COVID-19). I further understand that I am solely responsible for my own safety, physical and mental health and wellbeing and that my compliance with applicable public health and safety rules, guidelines and recommendations, including observing social distancing and face masking requirements and/or mandates, and my participation in the Activities are completely voluntary and optional.

4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully and irrevocably release, waive, forever discharge and agree not to assert, any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else.

5. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

6. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me, my aural or visual likeness, my voice or

other depictions of me or my persona or personality, together with my aural or visual likeness, my voice or other depictions of me or my persona or personality contained therein, in whole or in part, for any purpose ("Images"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and in any other media now known or hereafter created and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use the Images. I hereby release the Released Party including, without limitation, all persons who took or otherwise created, recorded or modified the Images, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, the Images and the creation, use or disposition of them.

7. I acknowledge and agree that the Released Party shall own all right, title and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that the Released Party has the unrestricted right to use, license, sell, transfer or otherwise dispose of any or all of them, as well as the Released Party's rights under this Release and Waiver, in any manner whatsoever and without any accountability to me. I hereby assign to the Released Party all right, title and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images, including all intellectual property rights thereto. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the Images.

8. I understand that I must be at least the greater of either eighteen (18) years of age or the age of majority in the jurisdiction where I reside as of the date of my participation in the Activity.

9. If any provision of this Release and Waiver shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Release and Waiver and shall not affect the validity and enforceability of any remaining provisions.

10. I have fully read and understand this Release and Waiver. I am aware that by signing this Release and Waiver, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators, and assigns may have against the Released Party.

This Event Release and waiver will be construed in accordance with the laws of the State of Delaware. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Delaware with respect to resolution of disputes arising under this Release and Waiver.

BY SIGNING, Participant accepts and agrees to the terms and provisions contained in this Release and Waiver.

Signature Confirmation

Participant Name: Paul Atienza
Waiver: Event Waiver
Date Signed: April 15, 2025 at 10:24 PM UTC

This document certifies that Paul Atienza has digitally signed the following waiver agreement(s) for East Boston Run Club x ANTA Running: Movemint Waiver, Event Waiver.

