

## RELEASE AND WAIVER

### **Activity Name: STRETCH AND THE CITY 2024**

1. In consideration for permission to participate in the **Activity**, I agree that I am fully aware that participation in the Activity involves risks and I accept for myself and/or my child 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, personal injury or death in connection with participation in the Activity, including from co-participants, rescuers and others arising from your or your child's conduct during the Activity. "**Released Party**" means Seaport Master TRS LLC, Seaport Square Owners' Association Inc., Seaport Square Development Company LLC, Seaport N/P Title Holder LLC, Seaport N Title Holder LLC, Seaport P Title Holder LLC, Seaport P Lab Tenant LLC, Seaport P Lab JV LLC, Seaport Square Associates LP and WS Asset Management, Inc. and any of their volunteers, managers, members, general or limited partners, stockholders, officers, directors, joint venturers, beneficiaries, trustees, employees, or other principals, agents or representatives (whether disclosed or undisclosed).
3. I agree that:
  - a. I and/or my child is in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.
  - b. I understand me and/or my child's physical limitations and am sufficiently self-aware to stop physical activity before me and/or my child becomes ill or injured.
  - c. I am aware that if the Activity occurs outdoors, the streets adjoining the area of the Activity are open to regular vehicular traffic during the Activity and I will obey all traffic laws and regulations and advise my child to do the same.
  - d. I am aware that if the Activity occurs on a rooftop, participation could, in some circumstances, result in physical injury, serious physical injury or death.
4. I accept full responsibility for any product or technology loaned to me and/or my child as part of participation in this Activity and commit to return the same in good working order.
5. I hereby, for myself, my child, and for my and my child's heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights and Claims, and agree not to sue any Released Party for Claims, I or my child 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. Without limiting the foregoing, I further release any recourses which I or my child may now or hereafter have resulting from any decision of any Released Party.
6. 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 my child, or anyone making a Claim on my or my child's behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
7. I am aware that there is no obligation for any person to provide me and or my child with medical care during the Activity. I understand and acknowledge that:
  - a. There may be no aid stations available for the Activity.
  - b. If medical care is rendered to me and/or my child, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
8. I am aware that it is advisable to consult a physician prior to me and/or my child participating in the Activity. If I have consulted a physician, I have taken the physician's advice.
9. 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 for any purpose ("**Likeness**"), 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 for an unlimited period of time and without compensation. I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use me and/or my child's Likeness. This section 9 will survive expiration of this Release.

10. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.
11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
12. If the participant is under 18 years of age, the parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any Claim, I will provide the indemnity and hold harmless described in paragraph 6. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.
13. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.
14. I hereby acknowledge that I may be required to use an automobile to travel to and from the Activity or as part of the Activity. I hereby acknowledge that I have the authority to use such automobile and that the automobile is fully insured for use in the Activity. I accept full responsibility for the automobile and that use of the automobile in the Activity will be at my own risk.