

GENERAL RIDER #1
WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of permission from Greystone Village, LLC, a Delaware limited liability company (the "Property Owner") to allow the undersigned to attend and participate in the Sola Hot Mini 5K at Greystone Village shopping center (the "Property") on September 17, 2022 from 5:00 a.m. through 11:00 a.m. (the "Event") organized and hosted by Capital City Coffee Company, Inc., a North Carolina corporation, the undersigned acknowledges and agrees as follows:

1. There is an inherent risk of injury from my presence at, and/or participation in, the Event.
2. Without limiting the foregoing, I am aware of the contagious nature of certain diseases including COVID-19 ("Disease"), and I acknowledge the risk that I may be exposed to and that I may contract Disease by being on the Property and engaging in the Event. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, and/or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Property Owner's employees. I understand that the Property Owner cannot guarantee that I will not become infected with Disease while on the Property. I agree to comply with all COVID-19 protocols required by federal, state, county and municipal authorities and by the Property Owner at all times during the Event and while on the Property.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO MY PRESENCE AT, AND/OR PARTICIPATION IN, THE EVENT, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as hereinafter defined), AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE EVENT.
4. If I observe any unusual significant hazard during my presence at, or participation in, the Event, I will remove myself from participation in such Event and bring such to the attention of the nearest official or representative of the Property Owner immediately.
5. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS the Property Owner, and its officers, directors, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Event (the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, hereby agree to indemnify and hold harmless the Releasees against any loss, costs, damages, liens, expenses (including attorneys' fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon the Releasees for any property damage or loss, personal injury of any kind, illness and/or death, whether arising from the negligence of the Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Event.
7. I further expressly agree that this Waiver and Release of Liability and Assumption of Risk Agreement (this "Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

[SIGNATURE ON THE FOLLOWING PAGE]

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE ABOVE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Signature _____

Name, printed _____

Date _____

Note: A fully signed copy of this Agreement must be received before you are allowed to take part in the Event.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

I hereby authorize the participation and attendance of my child in the Event. I further certify that I, as parent/guardian with legal responsibilities for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, family and next of kin, I release and agree to indemnify the Releasees from any and liabilities incident to my minor child's involvement or participation in the Event as provided above, EVEN IF ARISING FROM ANY RELEASEE'S NEGLIGENCE. I fully understand the terms and conditions of this Agreement as set forth above and expressly agree to be bound by the foregoing terms and conditions.

Parent/Guardian Signature _____

Parent/Guardian's name, printed _____

Minor's name, printed _____

Date _____

Note: a fully signed copy of this Agreement must be received before the Participant is allowed to take part in this Event.

