

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS**

**BY AGREEING TO PARTICIPATE IN THE VANCOUVER SUN RUN AND/OR THE MINI 2.5K, AND/OR THE VANCOUVER SUN RUN VIRTUAL RACE, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ THE FOLLOWING WAIVER CAREFULLY AND CLICK BELOW TO INDICATE YOUR ACCEPTANCE OF THE WAIVER.**

**PLEASE NOTE THAT YOU MUST AGREE TO THE WAIVER IN ORDER TO PARTICIPATE IN ANY VANCOUVER SUN RUN EVENT (WHETHER VIRTUALLY OR IN PERSON). YOUR PARTICIPATION IN THE VANCOUVER SUN RUN CONSTITUTES YOUR ACCEPTANCE OF THE WAIVER, EVEN IF YOU DO NOT INDICATE YOUR ACCEPTANCE BY CLICKING BELOW.**

In consideration of Run Vancouver Holdings, ULC, a British Columbia Unlimited Liability Company (the "Company") permitting me to participate in The Vancouver Sun and/or the Mini 2.5K Run and/or The Vancouver Sun Run Virtual Race and/or the Vancouver Sun Run Expo, as well as any other event associated with the Vancouver Sun Run (referred to collectively as the "Activities" hereafter in this document), and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), I agree to all the terms and conditions in this agreement (this "Release").

I AM AWARE AND UNDERSTAND THAT PARTICIPATING IN THE ACTIVITIES BY ANY MEANS, INCLUDING, BUT NOT LIMITED TO, AS A RUNNER, JOGGER, WALKER, IN A WHEELCHAIR OR WITH A STROLLER, INVOLVES MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES ENTIRELY OF MY OWN CHOICE AND THAT IT HAS NOT BEEN REQUESTED, SUGGESTED OR REQUIRED IN ANY WAY THAT I PARTICIPATE, INCLUDING BY SPONSORS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES (defined below) OR OTHERWISE.

The risks associated with my participation in the Activities and which I assume and accept include, but are not limited to:

- (1) challenges to my physical and mental resources (including the effects of exercise and the unpredictable nature of the human body). I confirm that I do not have any medical conditions that would prevent me from safely participating in the Activities, including, but not limited to, stroke, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, or other psychiatric conditions including a family history of any of the above or other medical conditions. I am not taking nor do I plan to take any prescription, over the counter and/or other herbal medications that could affect my safe participation in the Activities. I further understand that I should not participate in the Activities if I have any health conditions affecting my ability to safely participate and that I should not participate unless I am medically able and properly trained;
- (2) accidents and physical injury (including falls, injury, contact with other participants or persons);
- (3) traffic on the course or on my chosen virtual race route; and

- (4) the effects of the weather including rain, snow, high heat and/or humidity and the condition of the roads or racing surfaces and other events that may be unforeseeable or beyond the control of the Releasees including "Acts of God", civil unrest and third party violence or terrorism.

Knowing these risks, and understanding it is impossible for the Releasees to guarantee my safety, I (on behalf of myself and my heirs, executors, administrators, personal representatives, any minors for whom I am a parent or guardian who participate in the Activities, or assigns) hereby remise, release, indemnify, forever discharge and hold harmless the Company, Postmedia Network Inc. (including, without limitation, its division known as The Vancouver Sun), Capstone Event Group, Inc., the Achilles Track Society, B.C. Athletics, Unite Partnerships, SportMedBC, RockDoc, the City of Vancouver, including its Police Department, Emergency Radio Systems, race officials, race volunteers, and all of the Activity's sponsors, and each of their respective parent companies, subsidiaries, affiliates, agents, directors, employees, assigns or anyone else acting for or on their behalf (the "Releasees") from and against any and all existing and future claims, actions, costs, suits, demands and/or liability (including reasonable solicitor fees and legal costs), including from any and all claims from any third party, for loss, harm, damages, cost or expense, including, without limitation injuries, accidents, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, on account or arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise.

MEDICAL TREATMENT: If I am unable to consent at the time due to injury or illness, I hereby consent to the administration of first aid and other emergency medical treatment for any injury or illness that occurs during any of my participation in the Activities and/or The Vancouver Sun Run and/or Shaw Mini 2.5K Run. I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered as contemplated in this Release.

I consent to the use, editing, broadcast, distribution, exhibition or exploitation of any recordings, photographs, videotapes of me or other record of this event, and/or my participation in the Activities or related events, in any media form, and grant full permission to Postmedia Network Inc. (including, without limitation, its division known as The Vancouver Sun), and/or agents authorized by them, to use my name and/or likeness, and/or any photographs, videotapes, motion pictures, recordings, or any other record of this event, of me, for any purpose related to the Activities or other related events, without any compensation to me.

I consent to following the stated COVID-19 vaccination requirements from the Ministry of Health in British Columbia which are currently in place and may be in place as of April 1, 2022. Should I be unable or unwilling to prove my vaccination status in the event such proof is required by Ministry of Health guidelines to participate in any aspect of the 2022 Vancouver Sun Run in-person event, I consent to my registration being moved to the Sun Run Virtual Race Category, or otherwise cancelled without a refund.

I understand that in the event the 2022 Vancouver Sun Run is cancelled due to force majeure (including but not limited to a forced cancellation due to the COVID-19 pandemic), I will not be entitled to a cash refund of my registration fee.

This Release constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all other understandings, agreements, representations and warranties, both

written and oral, with respect to such subject matter. This Release and its application and interpretation will be governed exclusively by the laws of British Columbia and the parties agree to the exclusive jurisdiction of the courts of the Province of British Columbia. If any term or provision of this Release is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns.

**[ ] I HEREBY ACKNOWLEDGE HAVING READ THIS RELEASE AND WAIVER AND UNDERSTAND THAT, BY REGISTERING FOR THE VANCOUVER SUN RUN AND/OR MINI 2.5K RUN AND/OR THE VANCOUVER SUN RUN VIRTUAL RACE, I ACCEPT ITS TERMS (INCLUDING MY VOLUNTARY WAIVER OF SUBSTANTIAL LEGAL RIGHTS). I FURTHER ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS RELEASE AND WAIVER ON BEHALF OF MY MINOR CHILD, IF APPLICABLE.**

**[ ] I have read the conditions of entry for the Vancouver Sun Run and/or Mini 2.5k Run and/or The Vancouver Sun Run Virtual Race and I understand and agree to be bound by them.**