

NEW YORK FLYERS WAIVER OF LIABILITY

By signing up for a New York Flyers (hereinafter "the club") event, I agree that running in and volunteering for organized group runs, social events, and races associated with the club are potentially hazardous activities, which could cause injury or death. I will not participate in any club organized events, group training runs or social events, unless I am medically able and properly trained, and I certify that I am medically able to perform all activities associated with the club and am in sufficient health, and I am properly trained. I attest that I have read the Code of Conduct and agree to abide by the code. I agree to abide by the Code of Conduct established by the club, including the right of any official to deny or suspend my participation for any reason whatsoever. I assume all risks associated with being a member or guest of the club and participating in all club activities, which may include but not limited to: falls, physical contact with other participants/members, volunteers, race personnel, contract service providers, employees, and spectators including the potential contraction of a communicable disease resulting from contact with other participants/members, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain.

I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, and personal music players are not allowed in club organized runs or events, and I will abide by all rules of the club. Having read this waiver and knowing these facts and in consideration of your accepting my membership or participation in New York Flyers events, I, for myself and anyone entitled to act on my behalf, waive and release the New York Flyers and the Road Runners Club of America, all club sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in the club activities, even though that liability may arise out of negligence or carelessness on the part of the persons or organizations named in this waiver.

I grant permission to all of the foregoing to use my image or likeness, whether in photographs, motion pictures, recordings or any other record of the club for any legitimate purposes. I understand that the club does not provide for refunds in the event of cancellations of services, and by agreeing to this waiver, I consent that I am not entitled to a refund if any club activities including events are cancelled.

COVID-19

I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in any activities associate with the club. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand the risk of becoming exposed to or infected by COVID-19 in connection with my participation in any club activities, and personally assume this risk.