

SAN ANTONIO 110 9/11 Memorial Climb
Event Participation Consent Form
Waiver of Liability and Medical Authorization Waiver

By registering for this event, you, dependents, and each member of your team if applicable, agree to the following:

I, _____ (participant or guardian), acknowledge that my participation or attendance in the SAN ANTONIO 110 9/11 Memorial Climb (the "Event") is voluntary and that the Event entails known and unanticipated risks that could result in personal, physical, or emotional injury, property damage, illness and/or death to my person or my property. By participating in, providing services to, attending and/or observing the Event, I acknowledge and assume all risk, known and unanticipated, associated with participation in Event. I agree that by both checking online agreement during registration and/or signing below, and in consideration of me, my dependent(s) or passenger (as may be applicable) being permitted to participate in and/or attend the Event, I hereby forever release, waive, any discharge any and all claims, suits or causes of action whatsoever that I, my heirs, or personal representatives may ever have arising out of, by reason of, or in any manner having grown out of or sustained, and will hold no claims against SAN ANTONIO 110 9/11 Memorial Climb (Event), The Bernie Grace Foundation, the Tower of the Americas, the City Of San Antonio, any beneficiaries, affiliated departments, and any other affiliated entities, owners, organizers, subsidiaries, affiliates, officers, directors, partners, agents, servants, officials, employees, volunteers, successors, beneficiaries, assigns, sponsors and/or licensees and respective related entities or foundations, grounds operators, lessees (Willie G's Post Oak, Inc.), advertisers, promoters for any injury or damages sustained resulting from participation or attendance at the Event.

I also agree that I will indemnify, defend and hold harmless the above entities and individuals for any claims asserted by or brought on behalf of any minor dependent of mine or passengers participating in the Event. This Release is Global in nature and understood to cover all claims or causes of action.

I hereby assume all liability for any and all loss, damage, injury, death, or any other liability arising from or related to my participation in or attendance at the event.

I irrevocably authorize the entities and individuals listed above to depict in perpetuity, worldwide, and in any and all media now or hereafter known, my or my minor child's, other dependent or passenger (if applicable) likeness, image, name, words, voice, and biographical information (collectively the "Images") in photographic or other works appearing in any and all media for any purpose, and I agree that such Images may be used in perpetuity by the event, our sponsors and beneficiaries, and any of their affiliates, licensees or assigns, for any purpose without compensation.

If I am entering into this agreement on behalf of a child under the age of eighteen (18) or a legally incapacitated adult, I represent and warrant that I am the parent or legal guardian authorized to act on his or her behalf.

Medical liability and authorization waiver:

To the best of my knowledge, myself and/or my child is physically fit for participation in this event, and is neither seeing a physician for any related injury nor being treated with any medication that may affect my, or his/ her performance.

In consideration of myself and/or my child's participation in the Annual SAN ANTONIO 110 9/11 Memorial Climb event I do hereby release and hold harmless SAN ANTONIO 110, The Bernie Grace Foundation, volunteers, medical attendants, and any affiliates, City Of San Antonio, Tower Of The Americas, lessees (Willie G's Post Oak, Inc.), committee members, beneficiaries, any entity listed in above liability waiver section, and any and all organizers of the SAN ANTONIO 110 9/11 Memorial Climb from any and all liability for all losses, damages or injuries occurring as a result of myself or my child's participation in this event's activities, including stair climbing, walking, and other physical activities.

I further agree to make or cause to be made, by assignment of third party benefits or otherwise, full and complete payment for examination, treatment or hospital care required in the case of medical emergency and/or transportation. I also agree that while attending and/or participating in the event, I will not be under the influence of any drugs, alcohol, or any substance which impairs or affects my ability to operate or control motor vehicles or equipment or participate in this event in any way whatsoever or impair my judgment.

I agree to wear minimum safety apparel as required by state law or as advised by medical professionals or as pertinent to performance and safety of event participation. I acknowledge that failure to do so or properly protect

Initials: _____

myself from any and all dangers may result in injury or death, in which case I again accept all liability of self, any dependents, and property.

We understand that reasonable precautions will be taken to make the program safe and beneficial for all participants, but that risk of injury cannot be eliminated entirely, and that this release is necessary for me and/or my dependent to participate in the San Antonio 110 9/11 Memorial Climb event.

Furthermore, I hereby authorize, in the event myself or my child suffers injury, any director, volunteer, medical attendant, or associate of the event may consent to emergency medical treatment and further transportation and medical treatment for my child when I cannot be contacted to so consent.

No provisions to any part of this agreement may be waived or modified by signer. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any terms or provisions of this agreement is to any extent held by court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining terms or provisions of the parties shall be construed and enforced as if the is agreement did not contain the term or provision held to be illegal or invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By submitting my registration, I am confirming that I am at least 18 years of age and have the legal capacity and sound judgment to enter into this agreement. I have read, understand, and agree to the above Liability Release and Medical Authorization Waiver and agree to abide by the terms stated within.

If I am submitting this waiver on behalf of another person or dependent, I am confirming that each has thoroughly read, understands and agrees to the above Liability Release and Medical Authorization Waiver and agrees to abide by the terms stated within.

Printed Participant Name:

Age:

Printed Guardian Name if Applicable:

Signature of Participant/Guardian:

Date:

Mailing Address:

Phone Number:

Email:

Initials: _____