

Signed Waivers

Participant Information

Name: Christopher Kwan
Email: ckwan@milbank.com
Address: 618 Washington St, New York, New York, 10014, United States
Confirmation Number: DtVxY

Event Information

Event Name: 2025 NYC AAPI 5K
Event Date: May 24, 2025
Event Location: New York, New York, United States
Sub-Event: Pass (5K)

Signed Waiver Terms

Movemint Waiver

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, Movemint, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that participating in an event is a potentially hazardous activity. I should not enter unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at:

<https://www.cdc.gov/>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard athletic event industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

Signature Confirmation

Participant Name: Christopher Kwan
Waiver: Movemint Waiver
Date Signed: April 24, 2025 at 09:24 PM UTC

Event Waiver

AAP1 5K / BRR Participate Waiver, Release and Authorization

Boston Road Runners host and manage all AAP1 5K runs, races, expos, and events.

GENERAL LIABILITY WAIVER AND RELEASE

Applicable to All Participants in AAP1 5K / BRR Run Clubs, Runs, Events & Activities

In consideration of the opportunity provided by AAP1 5K / Boston Road Runners, Inc. ("BRR") to participate in its events, I hereby voluntarily state, represent and agree as follows:

I am voluntarily entering or agreeing to participate in AAP1 5K / BRR run clubs, races, runs, expo, or other event(s), as well as other activities related thereto, including but not limited to transportation (if arranged for or provided by BRR) to and from the foregoing, and consuming food and beverages in connection with such races, expo, or other events (collectively, the "Events"). I agree not to enter or participate in any of the Events unless I am healthy, medically able and properly trained and agree that it is my responsibility to consult with a physician prior to my participating in the Events to determine if I am medically able to participate in the Events. I agree to abide by any decision of an Event official relative to my ability to safely complete any Event.

I recognize that participation in the Events is a potentially hazardous activity and I willingly assume all risks associated with such participation, including, but not limited to, illnesses; contagious diseases; physical, emotional, or mental injuries; falls; contact with other participants, spectators, volunteers, AAP1 5K / BRR officers, directors, employees, agents, or others; vehicular or other traffic accidents or collisions; the effects of the weather, including heat and/or humidity, wind, cold, and wet or slippery surfaces; falling tree branches or other overhead objects; the crowded nature and other conditions of the course; all such risks being known and appreciated by me.

LIABILITY WAIVER AND RELEASE: Having read this Waiver/Release and knowing these facts, and in consideration of your acceptance of my application for the Event(s), I, for myself and anyone entitled to act on my behalf, do hereby waive, release, discharge, hold harmless, and covenant not to sue (a) Boston Road Runners, Inc.; and its constituent associations; the City of New York City, its agencies, departments and officials; (b) all sponsors and officials of the Event(s); (c) the employees, and volunteers, including medical volunteers; (d) all owners and lessors of premises on or in which any Event takes place, and (e) all owners, lessors, and operators of transportation arranged by BRR, and other representatives, agents, and successors of each of the foregoing (the "Releasees"), from any and all present and future claims and liabilities of any kind, known or unknown, arising out of my participation in the Events, even though such claim or liability may arise out of negligence or fault on the part of any of the Releasees.

I further acknowledge that the Releasees reserve the right to change the details (such as the date, start time, course, and distance) of, and amenities offered at, the Events at any time for any reason, and I hereby waive and release any claims that I may have as a result of any such change.

MEDICAL AUTHORIZATION: I grant the Releasees and their designees, including AAP1 5K / BRR's Team, permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of my participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility. I also grant the Releasees access to my medical records and physicians, as well as other information, relating to medical care that may be administered to me at any such medical facility as a result of my participation in the Events.

TEXT MESSAGE AND CALL ALERTS: I understand and acknowledge that AAP1 5K / BRR may send me ongoing text message and prerecorded call alerts (including by automatic telephone dialing systems) related to any Events

in which I participate. I consent to receive text message and call alerts regarding date or time changes, weather or route updates, my location or placement in a race, and other race-related information. I understand that my consent is not required to participate in any Event or a condition of any purchase. Standard message, data, and other fees may be charged by my carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which I am responsible. Not all phone and/or carriers are supported. I may contact my carrier for further details.

PUBLICITY RELEASE: I grant permission to AAPI 5K / BRR to use, publish or license or authorize others to use, publish or license any photographs, motion pictures, video or sound recordings, and/or any other record of my participation in the Events, including, but not limited to my portrait, picture, likeness, image and/or personal information, such as name, age, gender, domicile, race results, club affiliation, for any purpose without remuneration.

GUARDIAN'S PERMISSION AND RELEASE FOR MINOR: If I am or will be applying for my child to participate in any Events, I represent and warrant that I am the parent or legal guardian of the child and, as such, consent to my child's participation in the Events and I agree that the terms of the foregoing Waiver, Release, and Authorization apply equally to my child and me and any claims I or my child may have in connection with the Events. I also waive any derivative claims that relate to or arise out of my child's participation in the Events.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER/RELEASE, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO BRING ACTIONS AGAINST THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THE WAIVER/RELEASE FREELY AND VOLUNTARILY, AND THAT I INTEND BY MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEES TO THE FULLEST EXTENT ALLOWED BY LAW.

I EXPRESSLY AGREE THAT THIS WAIVER/RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK AND THAT THIS WAIVER SHALL BE GOVERNED BY AND INTERPRETED BY THE LAWS OF THE STATE OF NEW YORK. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS WAIVER/RELEASE SHALL BE HELD TO BE INVALID, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS WAIVER/RELEASE, WHICH SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.

Signature Confirmation

Participant Name: Christopher Kwan
Waiver: Event Waiver
Date Signed: April 24, 2025 at 09:24 PM UTC

This document certifies that Christopher Kwan has digitally signed the following waiver agreement(s) for 2025 NYC AAPI 5K: Movemint Waiver, Event Waiver.

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