

**PARTICIPANT RELEASE AND WAIVER – CMN EVENT**

In consideration of the acceptance of my entry and/or voluntary participation in Miracle Miles 5K Run/Walk (the "Event"), to be held on or about November 1<sup>st</sup>, 2015 (the "Event"), I, the undersigned "Participant", intending to be legally bound, do hereby for myself and my heirs, executors, and administrators waive and release any and all rights and claims for damages and causes of suit or action, known or unknown, that I may at any time have against Wal-Mart Stores, Inc., its subsidiaries and affiliates, their employees, officers and directors, the owner of the premises at which the Event is held, Children's Miracle Network, and any and all participating Event sponsors, employees, volunteers, and agents for any and all injuries, losses and damages to person or property resulting from or related to my participation in the Event.

I attest and verify that I have full knowledge of the risks involved in this Event, including but not limited to, weather, traffic, road and path conditions, and that I assume all expenses in the event of an accident, illness or other incapacity, regardless of whether I have authorized such expenses. I also grant my permission for a doctor, nurse or other healthcare provider to treat me in case of an emergency. I assume and will be solely responsible for all expenses related to my treatment in the event of an accident, illness or other incapacity, regardless of whether I have authorized such expenses. I assume and will be solely responsible for any tax liability for any prizes or awards I receive in connection with the Event.

I hereby grant full permission to any and all of Wal-Mart Stores, Inc. and its subsidiaries and affiliates, Children's Miracle Network, and all participating Event sponsors, to use any photographs, videotapes, motion pictures, recordings, and/or any other record of the Event for any purpose, without financial remuneration to me or my heirs or assigns.

\*Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE:** I affirm that I have legal custody of the minor participant and that I, intending to be legally bound, understand that on behalf of him/her, myself and all other parents, legal guardians, legal representatives, heirs, successors and assigns, acknowledge, confirm and agree to the foregoing release and waiver in respect of the participant, and the above attestations, permissions and agreements provided by him/her in connection with the Event.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**\*FOR WAL-MART ASSOCIATE PARTICIPANTS ONLY:** I acknowledge that my participation in the Event is voluntary and that I am not obligated in any way to participate in the Event. Moreover, I understand that I will not be compensated or have my salary or wages effected in any way due to my participation in the Event.