

Shooting Location: _____

Shooting Date: _____

Approx. start time: _____ Mile #: _____

ACKNOWLEDGEMENT, RELEASE & WAIVER

I hereby authorize Running America, LLC ("Production Company") and its designees to record and photograph (on film, audiotape, videotape or otherwise) me for and in connection with the documentary tentatively entitled "RUNNING AMERICA" and/or anything based thereon, related thereto or derived therefrom ("the Project"). I hereby irrevocably grant to Production Company and its licensees, assignees, and other successors-in-interest all rights of every kind and character whatsoever now or hereafter known worldwide in perpetuity in all languages, in and to (a) my performance, appearance, name, photograph, likeness, image, picture, voice and biography, the results and proceeds of my performance, and all recordings and embodiments thereof (the "Performer Elements"), and (b) the right to use the Performer Elements in and in connection with the Project including without limitation any sequels, prequels and remakes. Without limiting the foregoing, I hereby irrevocably grant to Production Company, the right to take, photograph, film, reuse, publish, republish, copy, reproduce, combine, create digitized images of, adapt, juxtapose with other materials, audio (dialogue, sound effect, special effects and/or music) and/or images, distribute, transmit, synchronize, broadcast, display, exhibit, project, modify, edit, distort, change and otherwise make use of the Performer Elements and all ancillary and subsidiary rights therein in any and all media, now or hereafter known or invented, and to use any or all of the Performer Elements for purposes of publicity, advertising, sales promotion, exhibition and exploitation of the Project, commercial tie-ups, merchandising, and for any other purpose as Production Company will in its sole discretion determine. I understand that the Project may be used for commercial purposes and released or distributed in various media (e.g., theaters, television, cable television, motion pictures, video devices, computer disk, by other electronic means and in media not yet invented), and may be further exploited in book and other printed form, as well as for advertising, merchandising and other promotional purposes. I hereby waive all rights of "droit moral" or similar rights, and I will have no consultation or approval rights in connection with the rights granted by me hereunder.

I further acknowledge that Production Company owns and shall own all rights in and to the results and proceeds of my services rendered in connection herewith, the Project and anything based thereon. I hereby waive any privacy, publicity, defamation or other similar or dissimilar claim I may have now or in the future, whether known or unknown, against Production Company, or any of its employees, directors, agents, officers, licensees and successors-in-interest arising out of the production or use of the Project, the Performer Elements, or anything based thereon, related thereto or derived therefrom. If I am a minor, my parent or legal guardian has granted his/her permission for me to participate in the Project, as evidenced below.

I represent that I am in good health and physically fit to take part in the Project in which I have voluntarily chosen to participate, and have not been advised otherwise by a medical practitioner. I am fully aware that participation in the sport of running involves risk (direct and indirect) including without limitation the possibility of physical injury (e.g., by falling, contact with others, due to traffic conditions and the impact of weather). I expressly assume all such potential risks relating to or arising out of such participation whether or not arising out of the negligence of Production Company and/or any other Released Party (as defined below) or otherwise. I hereby authorize Production Company's representatives to act for me in any emergency requiring medical care and/or treatment associated with participation in this activity if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so. I understand that I must provide my own medical insurance and accept full and complete responsibility for payment to any such sources.

I hereby release, indemnify, hold harmless and discharge Production Company, its owners, affiliates, agents, directors, distributors, employees, officers, insurers, parents and subsidiaries, as well as all advertisers, sponsors, other representatives, participants and volunteers involved in the Project (collectively the "Released Parties"), from and against any claims, actions, demands, damages, losses, costs, expenses and/or liabilities (including without limitation attorneys' fees and expenses) of any kind or nature (including without limitation all injuries, disability or death) arising out of or in connection with this activity, the Project, the grant of rights hereunder or breach of these representations and warranties and even though that liability may arise out of negligence or carelessness on the part of such Released Parties.

I represent and warrant that: (i) I have full right, power and authority to enter into and perform this agreement and to grant the rights granted herein; (ii) I am over 18 years of age (or if under 18, my parent or legal guardian will sign below to signify consent on my behalf to the terms and conditions of this agreement) and of sound mind; (iii) the rights granted hereunder will not conflict with or violate any commitment, agreement or understanding I have or will have to or with, nor infringe upon any rights of, any person or entity; (iv) the consent of no other party is required for Production Company to exercise its rights hereunder; and (v) no amounts will be payable to any collective bargaining organization, union, or any other third party in connection with the rights granted in this agreement. I understand Production Company is conducting such activities in express reliance upon the foregoing.

Nothing herein shall be deemed to obligate Production Company to produce, release or use the Performer Elements or the Project or to continue such production or release or use if commenced. My sole remedy for Production Company's breach, termination or cancellation of this agreement or any term hereof will be an action at law for damages, and I agree that I will not have and I hereby irrevocably waive any and all right to seek and/or obtain rescission or equitable or injunctive relief, to terminate or rescind this agreement and/or to enjoin or restrain the distribution or exhibition of the Project or any elements thereof or rights therein (including without limitation ancillary and subsidiary rights). The grant of rights, representations, warranties and indemnities hereunder will survive the expiration or other termination of this agreement. This agreement (i) will be governed by the laws of the State of New York applicable to agreements made and entirely performed therein, (ii) may be licensed, assigned or otherwise transferred by Production Company, in whole or in part, to any persons or entities whatsoever, (iii) may not be assigned by me, in whole or in part, (iv) will inure to the benefit of and be binding upon the parties' respective successors, licensees and permitted assigns, and (v) reflects the complete understanding between the parties and supersedes all prior discussion and understandings, oral or otherwise, between the parties with respect to its subject matter, and cannot be modified except in a writing signed by both parties.

I, FOR MYSELF AND ANYONE ENTITLED TO ACT ON MY BEHALF AND/OR ON BEHALF OF THE MINOR I REPRESENT, HAVE READ AND FULLY UNDERSTOOD THE CONTENTS OF THIS RELEASE (AND ANY AMENDMENTS IN EFFECT ON THE DATE OF MY PARTICIPATION IN THE PROJECT) IN ITS ENTIRETY AND AGREE TO ABIDE ITS TERMS.

SIGNATURE: _____

(PRINT) NAME: _____

ADDRESS: _____

E-MAIL: _____ (if available)

CITY, STATE, ZIP: _____

TELEPHONE: _____

FAX: _____

DATE OF BIRTH: _____

Date: _____

FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Parent or Guardian: _____

Date: _____