

RELEASE AND WAIVER OF LIABILITY

The individual named below (referred to as “**I**” or “**me**”) desires to participate in the ST. JOSEPH HOSPITAL & HEALTH CENTER, INC., an Indiana nonprofit corporation (“**St. Joseph**”) sponsored program known as *Runnin’ the Shores 10K Walk/Run* and related activities (the “**Activities**”) on the premises of MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation (together with St. Joseph, the “**Companies**”). As lawful consideration for being permitted by the Companies to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANIES. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANIES OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Companies, and its respective parents, subsidiaries, officers, directors, employees, agents, affiliates, shareholders, successors, and assigns (collectively, “**Releasees**”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence, gross negligence, or willful or wanton conduct of the Companies or any Releasees or otherwise. I also understand that Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance to me, including, but not limited to medical, health, or disability insurance in the event of injury or illness to me resulting from my involvement in the Activities. I understand that Releasees do not carry or maintain health, medical, or disability insurance coverage for my participation in the Activities, unless otherwise agreed in writing. I covenant not to make or bring any such claim against the Companies or any other Releasee, and forever release and discharge the Companies and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Companies and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the Activities.

I grant absolute permission to the Companies, with no obligation to compensate me or anyone else, to use any photographs, videotapes, motion pictures, recording, or other record of me.

I agree that I will, at all times when engaged in the Activities, comply with any and all laws relating in any way to the Activities. I also understand and agree that Releasees shall have the right to restrict my participation in the Activities, including asking me to cease any and all such Activities at any time, when in the sole opinion of Releasees, my actions are deemed to be inappropriate, unsafe or otherwise in violation of this Agreement.

The Companies and I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. This Agreement constitutes the sole and entire agreement of the Companies and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on

and shall inure to the benefit of the Companies and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in [Marion County], Indiana and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT, INCLUDING THAT MY SIGNATURE ON THIS FORM OPERATES AS A RELEASE OF THE ABOVE-NAMED RELEASEES FROM ANY AND ALL LIABILITY, AND I FREELY AND WILLINGLY CONSENT TO THIS AGREEMENT.

Signed:

Printed Name:

Address:

Date: _____

(If applicable): I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

Witnessed:

Printed Name of Witness:

Address:

Date: _____