OXFORD

OXFORD STRIDE LIABILITY WAIVER

RELEASE, WAIVER AND INDEMNITY

READ CAREFULLY BEFORE SIGNING:

In consideration of the acceptance to participate in the **Oxford Run Club** which Oxford Run Club will be held once a week for an eight week period commencing April 3, 2023 convening at 1101 New York Avenue NW, Washington and which activities shall include all activities, events or services provided, arranged, organized, sponsored or authorized by Run with Coach D, LLC and the Releasees (as defined below) and shall include, but not limited to, running events, orientational and instructional courses, seminars and sessions, travel, transport and accommodations and other activities and services in any way connected with or related to the Oxford Run Club (the "**Events**"):

- 1. I acknowledge that I am aware of the risks to my person and to my property by accident, injury, illness, loss, damage, death or otherwise as a result of participating in and attending at the Events and agree that I am participating in and attending at the Events voluntarily at my own risk.
- 2. I, for myself, my heirs, executors, administrators, successors and assigns, hereby release, waive and forever discharge Oxford Properties Group, Oxford Management Services Inc., OPGI Management GP Inc., as general partner of the OPGI Management Limited Partnership, Ontario Municipal Employees Retirement System, OMERS Realty Corporation, 1101 NYA Owner (DE) LLC, a Delaware limited liability company, 1101 NYA TRS (DE) LLC, a Delaware limited liability company and all subsidiary, affiliated and associated companies, its officers, directors and employees, all Events organizers, volunteers, workers and other associations, sanctioning bodies, sponsoring companies and organizations in any way associated with the Events and their respective agents, officials, servants, contractors, representatives, successors and assigns (collectively, the "Releasees") of and from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or in equity, in respect of death, accident, injury, illness, loss or damage to my person or property howsoever caused arising directly or indirectly as a result of or in any way connected with my participation in or attendance at the Events, whether as spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the Events and notwithstanding that the same may be contributed or occasioned by the negligence of any of the aforesaid.
- 3. I further undertake to hold and save harmless and agree to indemnify any and the Releasees from and against any and all liability incurred by any or all of them arising directly or indirectly as a result of or in any way connected with my participation in or attendance at the Events, whether as spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the Events.

BY CHECKING THE BOX, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO ITS TERMS.