

ELECTRONIC WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”) CAREFULLY. BY PROCEEDING WITH REGISTERING FOR THE 35TH ANNUAL RUN TO THE SUN CAR AND TRUCK SHOW (THE “EVENT”), YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS, (2) YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO TERMS OF THIS AGREEMENT, (3) YOU FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE RELEASEES (AS DEFINED BELOW) TO THE GREATEST EXTENT ALLOWED BY LAW, AND (4) YOU ARE AGREEING TO THE TERMS OF THIS AGREEMENT FREELY AND VOLUNTARILY.

In consideration of permission to allow you to attend and participate in the Event organized and hosted by Run to the Sun Car Show, LLC (the “Event Organizer”), you acknowledge and agree as follows:

1. There is an inherent risk of injury from my presence at, and/or participation in, the Event, and an inherent risk of damage or loss of use to any vehicle or other property that I bring onto the Property for the Event (“My Property”).
2. Without limiting the foregoing, I am aware of contagious nature of certain diseases including COVID-19 (collectively, “Disease”), and I acknowledge the risk that I may be exposed to and that I may contract the Disease by being on the property located between Oak Street, 27th Avenue North, Kings Highway, and Myrtle Place in Myrtle Beach, South Carolina (“Property”) and engaging in the Event. I understand and acknowledge that such exposure or infection may result in serious illness, bodily injury, permanent disability, and/or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Releasees (as defined below). I understand that the Releasees cannot guarantee that I will not become infected with Disease while on the Property. I agree to comply with all protocols (if any) regarding Disease required by federal, state, county and municipal authorities and by the Event Organizer at all times during the Event and while on the Property.
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO (a) MY PRESENCE AT AND/OR PARTICIPATION IN, THE EVENT AND (b) THE PRESENCE OF MY PROPERTY ON THE PROPERTY, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE EVENT AND FOR MY PROPERTY LOCATED ON THE PROPERTY.**
4. If I observe any unusual significant hazard during my presence at, or participation in, the Event, I will remove myself and My Property from in such event and bring such to the attention of the nearest official or representative of the Event Organizer immediately.
5. **I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS Myrtle Beach Farms Company, Inc. (as licensor of the Property), the Event Organizer, and their respective officers, directors, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Event (the “Releasees”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY (including without limitation any physical damage or loss of use to any of My Property), WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
6. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, hereby agree to indemnify and hold harmless the Releasees against any loss, costs, damages, liens, expenses (including attorneys’ fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon the Releasees for any property damage or loss, bodily injury of any kind, illness and/or death, whether arising from the negligence of the Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Event.
7. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

IF YOU ARE REGISTERING FOR THE EVENT ON BEHALF OF SOMEONE WHO IS UNDER THE AGE OF EIGHTEEN (18) (THE “MINOR”), YOU CERTIFY THAT YOU ARE THE PARENT OR GUARDIAN OF THE MINOR THAT YOU HAVE THE LEGAL RIGHT TO AGREE TO THIS AGREEMENT, AND BY REGISTERING FOR THE EVENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.