

WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

1. Authority to Execute Waiver, Register and/or to Act as Agent. You represent and warrant to Lowe's Home Centers, Inc., its parent, subsidiaries, affiliates and related companies and the officers, directors, employees, agents, insurers, servants and attorneys thereof (hereinafter "Lowe's") that you have full legal authority to enter into and execute this Waiver of Liability, Release and Assumption of Risk (hereinafter "Waiver") for the **American Red Cross Lake Norman Excursion Cycle/Run to be held on July 13, 2013** (hereinafter "July 2013 Lake Norman Excursion Cycle/Run") on behalf of yourself and/or any party you are registering for the July 2013 Lake Norman Excursion Cycle/Run (hereinafter "Registered Parties" or "Registered Party").

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to execute this Waiver on their behalf. You further agree that the terms of this Waiver shall apply equally to all Registered Parties.

2. Waiver of Liability and Covenant Not To Sue. You and Registered Parties understand agree and consent that participation in the July 2013 Lake Norman Excursion Cycle/Run is potentially hazardous, and that a Registered Party should not participate unless medically able and properly trained to do so. You and Registered Parties understand that the July 2013 Lake Norman Excursion Cycle/Run may be held on roads and facilities open to the public during the event and upon which hazards are to be expected. Participation carries with it certain inherent risks that cannot be eliminated completely. Such inherent risks may range from minor injuries to catastrophic injuries including disability, paralysis or death which may result from, be caused by, in whole or in part, your own acts or omissions, the acts or omissions of a Registered Party, the acts or omissions of other participants, the acts or omissions of Lowe's, or due to conditions in which the activity takes place. You and Registered Parties understand and agree that in consideration of being permitted to participate in the event, you and any Registered Party, the heirs, personal representatives or assigns of you or the Registered Party do hereby release, waive, discharge and covenant not to sue Lowe's for any and all liability from any and all claims arising from participation in the July 2013 Lake Norman Excursion Cycle/Run by you or any Registered Party.

3. Release and Indemnification Agreement. You and Registered Parties agree to release, indemnify, discharge and forever hold harmless Lowe's from any and all claims, debts, demands, actions, causes of action, warranties, bonds, covenants, contracts, agreements, promises, doings, omissions, variances, damages, indemnifications, liabilities, charges, costs and expenses (including reasonable attorney's fees) whatsoever, whether in statutory or common law, whether in law or in equity, whether known or unknown, and whether under any existing or future theory of recovery which may derive from, arise out of, be based on, or be contributed to in any way whether in whole or in part, your participation or the participation of a Registered Party in the July 2013 Lake Norman Excursion Cycle/Run.

4. Severability. If any provision of this Waiver is found to be unenforceable, it shall not affect the enforceability of the remaining portions, which shall be enforced to the extent permitted by law.

5. Choice of Law. Any question as to the validity, meaning or application of this Waiver shall be controlled by the laws of the State of North Carolina without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.

BY INDICATING YOUR ACCEPTANCE OF THIS WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE ON BEHALF OF YOURSELF OR A REGISTERED PARTY. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Name (Print)

Parent or Guardian (required if participant is under 18 years of age) (Print)

Signature of Parent or Guardian

Signature of Witness

Street Address

Witness Name (Print)

City & State

Date