

**The Nicholas Rossomando 9/11 Memorial Scholarship Fund
Participant Waiver Agreement**

By completing registration for a Nicholas Rossomando 9/11 Memorial Scholarship Fund event (the "Event" or "Activity"), I acknowledge my understanding that my participation involves rigorous physical activity and that it may be hazardous. I represent that I am physically fit and have sufficiently trained for the event or activity and that, if appropriate, my physical fitness to participate has been verified by a doctor.

I expressly assume all known and unknown risks associated with the Event, including but not limited to: injury (including death); accidents; loss of or damage to my property; the effects of weather; terrain conditions that may vary widely, and the possibility that an Event may be postponed, ended early or cancelled altogether by Event officials.

I UNDERSTAND AND HEREBY AGREE TO ASSUME ALL OF THE RISKS WHICH MAY BE ENCOUNTERED IN THE NICHOLAS ROSSOMANDO 9/11 MEMORIAL SCHOLARSHIP FUND ACTIVITIES INCLUDING ACTIVITIES PRELIMINARY AND SUBSEQUENT THERETO. I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns hereby agree to hold The Nicholas Rossomando 9/11 Memorial Scholarship Fund and its officers, agents, trustees, representatives, and employees harmless from and against any and all liabilities, actions, causes of actions, claims, expenses, and damages suffered on account of any injury to me or my property, even injury resulting in death, which I now have or which may arise in the future in connection with my participation in the Activities or any activities, acts, or events associated therewith, including but not limited to any transportation provided or involved in such Activities. I expressly agree that this Release agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion of this Release is held by any court of competent jurisdiction to be invalid or unenforceable, it is agreed that the balance of the Release shall, notwithstanding, continue in full legal force and effect. This Release contains the entire agreement between The Nicholas Rossomando 9/11 Memorial Scholarship Fund and me and the terms of this Release are contractual and not mere recital.

THE PARTICIPANT WAIVER AGREEMENT ABOVE PERTAINS TO THE 2012 ING NYC MARATHON OF WHICH THE NICHOLAS ROSSOMANDO 9/11 MEMORIAL SCHOLARSHIP IS INVOLVED AS A CHARITY PARTNER, AND BETWEEN THE PARTICIPANT, NAME BELOW, AS A MEMBER OF THE NICHOLAS ROSSOMANDO 9/11 MEMORIAL SCHOLARSHIP'S 2013 MARATHON TEAM.

YES, I DO _____

NO, I DO NOT _____ AGREE TO THE TERMS ABOVE.

Participant's Name

Participant's Signature

Participant's Address

Telephone Number