

Rams on the Run 5K
Rockdale School District #84
Saturday, May 20th, 2017
7:30 a.m.

Race Waiver

In consideration of being permitted to participate in the Event and activities referenced above (collectively, the "Event/Activity"), wherever the activity or event may occur, I hereby attest that, after reading this Waiver and Permission Form completely and carefully, I acknowledge that my participation in the Event/Activity is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND IDEMITY: I understand that incidental to my participation in the event/activity, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including, but not limited to, other individuals in attendance at the Event/Activity and to the related parties, as defined below) and from the condition from any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event/Activity. I agree to assume all of the forgoing risks, which risks may include, among other things, muscle injuries and broken bones as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities, or equipment used during the Event/Activity, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment, and death), illness, damage, loss, claim, liability or expense, or any kind or nature that I or my property may suffer arising out of or in connection with my participation in the Event/Activity. On my own behalf, and on behalf of my heirs, executors, administrators, and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my participation in the Event/Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand that this release and indemnity includes any Claims based on negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation. For the purposes hereof, the "Released Parties" are Rockdale School District #84 and their respective parent, subsidiary and other affiliated or related companies; the Event Host, all Event Sponsors having a presence at the Event/Activity, the Event contractors, and their respective parent, subsidiary, affiliated or related companies; Village of Rockdale, St. Joseph's Church, Syl's Restaurant, Allessio Company, Rockdale Police Department, Kurtz Ambulance Service and Rockdale Fire Department and the officers, directors, employees agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event/Activity, have the skill level required in connection with the Event/Activity, and have not been advised otherwise. I agree that before I participate in the Event/Activity, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I will immediately advise the Event manager or any unsafe condition that I observe, and will refuse to participate in the Event/Activity until all unsafe conditions observed by me have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face likeness, Event/Activity results and standings (as more fully described below), voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Event/Activity results and standings (including but not limited to name, bib number, if applicable, gender, "hometown", or other standard Event/Activity results), without compensation, residual obligation, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my compete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Furthermore, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

Participant Name (or Guardian): _____ Age _____ Date of Birth _____ Male or Female
Minor Name #1: _____ Age _____ Date of Birth _____ Male or Female
Minor Name #2: _____ Age _____ Date of Birth _____ Male or Female
Home Address _____ City _____ State _____ Zip Code _____
Home Phone _____ Mobile Phone _____ Email _____

Signature of Participant or Guardian _____
Date Signed