

**RELEASE OF LIABILITY, WAIVER OF ALL POSSIBLE CLAIMS, AND ASSUMPTION OF RISK (“RELEASE”)**

In consideration of participating, or the participation of those whom I am registering, in any and all activities, events or services (collectively, the “Event”) in any way provided, organized, sponsored or authorized by the Greater Fort Town Area Charity, and its trustees, members, representatives, sponsors, contractors, volunteers and any other person or organization assisting therewith (collectively, the “Event Organizers”), I, on behalf of myself and/or those whom I am registering, and my/their successors, heirs, assigns, hereby agree:

- that (a) I am over the legal age of majority, and that if I am registering a minor, I am the parent or guardian of such minor; (b) if I am registering third parties, I have been duly authorized to act on behalf of such parties and that I will provide a copy of, or make communicate the contents of, this Release to any such individuals; and (c) that the terms of this Release shall apply equally to me, any minor and to any third parties for whom I am acting and the participation in the Event by a third party shall be their confirmation that I was acting as their agent;
- I will not enter and participate unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event and am in good health.
- to abide by any decision of an Event official concerning participation in an Event.
- to assume any and all risks associated with the Event, including but not limited to, falls, contact with other persons or objects, contact with communicable diseases, the effects of weather, including high heat and/or humidity, traffic conditions, and acknowledge that participating in the event presents risks and its programs and activities are, by their nature, risky and hazardous and accept personal responsibility for those risks and hazards.
- to acknowledge that bicycles, skateboards, roller skates or roller blades are not allowed during the event and personal music players are discouraged and I will abide by all rules.
- to assume any and all risks associated with the use of strollers and baby joggers, including but not limited to, falls, contact with other persons or objects, the effects of weather, traffic and course conditions, and acknowledge that the use of baby joggers and strollers are, by their nature, risky and hazardous and accept personal responsibility for those risks and hazards to self, children, participants, spectators, volunteers, others and property.
- to consent to permit and accept responsibility for emergency treatment in the event of injury or illness.
- to waive and release the Event Organizers from all present and future claims and all liabilities of any kind, known or unknown, arising out of participation in an Event, even though such claim or liability may arise out of negligence or fault on the part of the Event Organizers.
- to hold harmless and indemnify the Event Organizers from any and all liability from any property damage or personal injury to any third party resulting from participation in the Event.
- not to commence litigation or otherwise recover damages or compensation for personal injury or loss of property against the Event Organizers arising out of participation in the event and that the Event Organizers can rely on this Release as a complete defense to any and all claims, damages, causes of action, or recourse or liability that may arise at any time.
- to allow the Event Organizers to use my/their personal information including name, results, age category during the event, and further consent to disclosure of the personal contact information collected during entry or registration to the Event to official partners for the purpose of providing contracted services such as photography and video.
- that any photographs, videos or other recorded images taken of me/them by the Event Organizers before, during or after an Event shall remain the property of the Event Organizers and that the Event Organizers will have the right to use in any form and in any manner of media, such photographs, videos and recordings without remuneration, compensation or other obligation, at any time and from time to time for the purpose of marketing in connection with an Event.
- to agree that the Event Organizers reserve the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning, and floods), accidents, acts of war or terrorism, military conflicts, or riots, or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. You agree to hold the Event Organizers harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorney’s fees) of any kind or nature, related to any cancellation or disruption of the Event; and
- that there will be no refund of any money paid to the Event Organizers under any circumstance including, but not limited to, if an Event cannot be held as scheduled for any reason, or if I am/they are unable to attend an Event for any reason, and that all promotions and special registrations are non-transferrable and non-refundable, unless otherwise noted, and cannot be combined with any other discount.

**I have carefully reviewed this Release and acknowledge that I fully understand the terms as set out above. I acknowledge that I am EXECUTING this Release voluntarily.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent’s Signature if under 18 years: \_\_\_\_\_

Date: \_\_\_\_\_