

McCormickFest Liability Waiver- ONLY FOR NON-STUDENT PARTICIPANTS (MCCORMICK STUDENTS DO NOT HAVE TO FILL OUT)

To Be Completed by the Participant (Parent/Guardian for Participants Under 18)

Participant Name _____

Participant Email _____

Release of Liability-

I know that running a race is a potentially hazardous activity. I should not participate unless I am medically able and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, effects of weather, traffic and the conditions of the course, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my entry to participate in the McCormick Fest 5K Run & Walk (herein after the "Event") I, intending to be legally bound, do hereby for myself, my heirs, my executors and administrators agree as follows:

- I do waive and forever release any and all rights and claims for any damages and liabilities of any kind arising out of my participation in the Event against all persons, entities and agencies involved with promoting and holding the Event, including but not limited to McCormick Elementary, Miami Township, all sponsors, volunteers and vendors of the event, their agents, successors, representatives and assigns even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.
- I assume the risk of all bodily injuries, including death, resulting there from, and personal injuries to me and damage to and loss of my property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participation in the Event and while traveling to and from the Event.
- I hereby agree, for myself, for all adult family members that I am registering, and/or for a minor under the age of eighteen for whom I am signing, to indemnify, defend, and hold the entities named above harmless from and against any and all claims, liabilities, losses and damages, costs, expenses (including attorney's fees) judgments and penalties arising out of any of my, and or said minors, acts or omissions to act.
- I represent that Participant/s has/have been recently examined by a medical doctor and been found able to undertake a program of exercise without limitations.
- I hereby grant and give McCormick Elementary School, McCormick Elementary PTO, and its officials, officers, employees, volunteers, and agents the right to use my/my child's photograph or image with or without my child's name, both single and in conjunction with other persons or objects for any and all purposes including, but not limited to, private or public presentation, advertising, publicity, and promotions
- I understand that all entry fees are non-refundable.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND 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. YOUR SIGNATURE IS BINDING FOR ALL REGISTRANTS LISTED ON THIS FORM.

Participant Signature _____ Date of Signature _____