

## Community Race Waiver (5k and Elementary 1 Mile)

PLEASE READ CAREFULLY BEFORE SIGNING

Adult: 18 Years or Older – Minor: Under 18 Years of Age at Date of Event

### LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:

I, the undersigned below, in consideration of my and/or my child's or ward's participation in the above referenced event, and any related activities ("Event"), wherever the/these Event(s) may occur, acknowledge that I am aware that my or my child's or ward's participation in the Event may result in risks, which among other things, include but are not limited to scrapes, bruises, twisted ankles and various injuries to the body, including death and heat and stress related issues, and I freely assume on my own and/or my child's or ward's behalf all risks incidental to such participation. In consideration of my and/or my child's or ward's participation in the Event and in my own and/or my child's or ward's behalf, and on behalf of my and/or my child's or ward's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with my or my child's or ward's participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, for myself and my child and/or ward, understand that this Release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: Union-Scioto Local Schools, its employees, coaches volunteer and paid, and agents SEVERABILITY. If any provision of this Form shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Form and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS (i) LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SUE, AND (ii) AUTHORIZATION AND RELEASE TO USE LIKENESS.

Participant Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Number: \_\_\_\_\_

Parent or Court Appointed Guardian (If Participant is under 18 years of age)

Signature \_\_\_\_\_ Date \_\_\_\_\_