

Jack O' Lantern Fest 5K Zombie Run

Participant Waiver, Release of Liability, Covenant not to Sue, and Image Release

In consideration of being allowed to participate in any way in the above referenced 5K Zombie Run, I, _____, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury and /or death from the activities involved in the 5K Zombie Run and its related events is significant including, but not limited to the following: sprains, strains, fractures, heat injuries, over –use syndrome, injuries involving vehicles, animal bites/stings, contact with poisonous plants, accidents involving but not limited to, climbing, hiking, jumping, the potential for permanent paralysis and /or death. While particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation.
3. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever, waive, release, discharge and covenant not to sue Jack O' Lantern Fest, 5K Zombie Run, and their officers, directors, representatives, officials, agents, employees, as well as their independent contractors, sponsors, advertisers, volunteers, and owners and lessors of the premises used to conduct the Event (collectively the Releasees). With respect to any and all injury, death, or disability and/or loss or damage to person or property, whether arising from the negligence of the releasees. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim, or damages arising from my participation in or association with activities and event organized and sponsored by Jack O' Lantern Fest, 5K Zombie Run or connected with the Events.
4. I attest and verify that I am free from all illnesses, injuries and defects and that I am physically fit and sufficiently trained to participate in all activities associated with the Events. My participation in activities and events organized or sponsored by Jack O' Lantern Fest 5K Zombie Run, is entirely voluntary.
5. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
6. The Releasees have the right, in its sole determination to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and /or safety of the participants. No refunds will be granted.

7. I grant full permission to Releasees, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Event for any legitimate purpose in perpetuity, and I understand that I shall not be entitled to any compensation therefore.
8. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PLEASE PRINT CLEARLY

FIRST NAME _____

LAST NAME _____

SIGNATURE _____

EMERGENCY CONTACT INFORMATION

NAME _____

CONTACT NUMBER _____

MINORS: if under 18- signature of parent or guardian required

The undersigned, _____, referred to as the parent, natural guardian or legal guardian of _____, does hereby represent that he/she is in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

Please Print

Parent/guardian name _____

Signature _____ relationship to minor _____