



PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. THIS AGREEMENT CONTAINS PROVISIONS WHICH RELEASE LIABILITY AND WAIVE CERTAIN OF YOUR LEGAL RIGHTS.

In consideration for being permitted to participate in Colin's DREAM Walk for a Cure and related activities at The Parklands, Beckley Creek Park in Louisville, Kentucky, I agree to the following Waiver and Release:

I acknowledge that running or walking a road race and associated activities (to include bounces houses and similar activities) has inherent risks, hazards, and dangers that cannot be eliminated. I should not enter unless I am medically able and properly trained. I understand the risks, hazards, and dangers associated with this Event, including but not limited to , change in surfaces, fall, contact with other participants or spectators, the effect of weather including cold, heat, humidity ran, traffic, and the conditions of the road. I am voluntarily participating in the Event with full knowledge of the inherent risks, hazards, and dangers involved in the event and I HEREBY ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY OR DEATH. Having read this waiver and knowing these facts and in considerations of your accepting my entry to participate in the Colin's DREAM Walk for a Cure, I, intending to be legally bound agree as follows:

I, for myself and for my heirs, successors, executors, administrator and subrogees, do hereby knowingly and intentionally waive and release, indemnify and hold harmless all persons, entities, and agencies involved with promoting or hosting the Event including but not limited to Colin's DREAM LLC, listed sponsors, Parklands, and each of its directors, managers, officers, employees, and agents (collectively "releasees") from and against any an all rights an claims of damages, causes of actions or liabilities (including reasonable attorney's fees and expenses) which are related to, arise out of, or are in any way connected with my participation in this Event, including but not limited to negligence of any kind or nature whether foreseen or unforeseen, contributing in any way, directly or indirectly, to any injury or death to me or any persons, whether such damage, loss, injury, paralysis, or death results from the negligence of any Releasee or from some other causes. I, **FOR MYSELF AND FOR MY HEIRS, SUCCESSORS, EXECUTORS AND SUBROGEES, AGREE NOT TO SUE ANY RELEASEE AT A RESULT OF ANY INJURY PARALYSIS, DEATH, LOSS OR DAMAGE SUFFERED BY ME OR MY PROPERTY IN CONNECTION WITH MY PARTICIPATION IN THESE ACTIVITIES.** I understand and agree that this waiver and release is intended to be as broad as permitted under federal and Kentucky law.

If signed by a parent, the parent agrees to release and hold the above organizations and persons harmless of any claims and/or rights which may be asserted on behalf of the entrant.

I understand and agree that the Colin's DREAM Walk for a Cure reserves the right to use any and all participants names and/or likeness with regards to promotional and/or advertising materials.

I understand and agree that all entry fees are nonrefundable and nontransferable.

I understand and agree that the Colin's DREAM Walk for a Cure, in its sole discretion, may delay or cancel the event if it believes the conditions on the walk day are unsafe. In the event that the Event is delayed or cancelled for any reason, including but not limited to fire, threatened or actual strike, protests, labor difficulty, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including without limitation rain, snow, ice, hail, high winds, thunderstorm, lightning, tornado, earthquake) or other cause beyond the control of the Colin's DREAM Walk for a Cure there shall be no refund of the entry fee or any other costs of the entrant in connection with the Event.

I HAVE CAREFULLY READ AND CLEARLY UNDERSTOOD THIS AGREEMENT AND MY SIGNATURE HERETO IS GIVEN COMPLETELY VOLUNTARILY.

\_\_\_\_\_  
Participant Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant (or Guardian) Signature