Time: Registration 7:30 am; Race 8:30 am
Location: Corner of King Street and Windwalker Dr., Cohutta, GA 30710
Website: www.Standing5k.org



| Registration Form <br> Select one: | $\quad$ Contact info is needed for race updates \& registration confirmation |
| :--- | :--- |
| $\square$ | Email: |
| $\square$ | Phone: |
| $\square$ | Emergency Contact: |



## BYU ALUMNI 5K RUN ASSUMPTION AND WARNING OF RISK, INDEMNIFICATION AGREEMENT \& WAIVER AND RELEASE OF LIABILITY

## PLEASE READ CAREFULLY: THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS

IN CONSIDERATION OF my entry fee (if applicable) and being permitted to participate in the BYU ALUMNI 5K RUN or 12th ANNUALJOSEPH STANDING RUN (the "Road Race") on August 26, 2023, which includes both the footrace course and all pre-and post-Road Race activities, I state and agree as follows on behalf of myself and my personal representatives, next of kin, heirs, agents, and assigns:

## ASSUMPTION AND WARNING OF RISK

1. Hazardous Activity: I understand that entering the Road Race is a hazardous activity. I recognize and acknowledge the Road Race is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury, and that any physical exercise or activity involves the risk of serious bodily injury, including permanent disability, paralysis, and death. I also understand the footrace course may contain or be subject to both natural and man-made hazards, including but not limited to wild animals, insects, plants, trees, branches, steep hills, mud, rocks, and traffic (vehicular or otherwise), and I ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE ROAD RACE BY AND AMONG THE FOOTRACE COURSE AND ITS CONTENTS.
2. Physical Capacity: I agree it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in the Road Race. I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am disabled, or have recently suffered any illness, injury, or impairment, and I further certify I have not been advised or cautioned otherwise by a medical practitioner. I further warrant and represent that I am not now pregnant. I agree not to participate in the Road Race unless I am medically able.
3. Drugs and Alcohol: I agree not to consume alcohol or drugs, including tobacco products, prior to or during the Road Race or ingest any medicines or substances that will inhibit my mental or physical ability to safely participate in the Road Race.
4. Code of Conduct: I agree not to swear, use obscene language, or behave in a manner inconsistent with orderly public conduct prior to or during the Road Race.
5. Rules and Laws: I agree to abide by the rules of the Road Race and to comply with the directions and instructions of the Road Race personnel. I agree to obey all civil and criminal laws at all times.
6. Sole Responsibility: I voluntarily agree to assume the full risk of any and all injury, damage or loss, regardless of severity, that I may sustain as a result of said participation in the Road Race. I agree that I am solely responsible for my own person and property, and the Released Parties (as defined below) are not responsible for any injury to my person or for vehicles, personal items or other property that is damaged, lost, or stolen at or during the Road Race.

## INDEMNIFICATION

I hereby agree to indemnify, defend and hold harmless the Released Parties (as defined below) from any and all expenses incurred and claims made that relate to my breach of this Agreement, and from all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as set forth above, and/or any of my actions or inactions which cause injury or damage to any other person or property.

## WAIVER AND RELEASE OF CLAIMS

In consideration of being permitted to participate in the Road Race, I hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): The City of Cohutta, The BYU Alumni Chattanooga Chapter, Brigham Young University, and any and all Road Race sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with the Road Race, including any parents or subsidiaries of the foregoing. In consideration of being permitted to participate in the Road Race, I hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees and litigation expenses), that may arise out of, result from, or relate to my participation in the Road Race, parking therefore, or my travel to or from the Road Race. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft (vehicular or otherwise). I further recognize the Released Parties will not be providing medical personnel on site at the Road Race, and therefore understand and acknowledge the Claims also include the provision of any first aid, medical care, or medical treatment, and any claims for medical or hospital expenses in any way related to my participation in the Road Race, parking therefore, or my travel to or from the Road Race. I understand and agree that the foregoing waiver, release and discharge apply even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT THIS AGREEMENT CANNOT BE MODIFIED ORALLY. I HAVE ACCEPTED THE TERMS OF THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Print All Participant Name(s)

Participant Signature(s) -
(All adult participants must sign; parents sign on behalf of children under 18)
Date:

