

## Race the Bay Events

### AMENDED

#### WAIVER AND RELEASE

### THIS AGREEMENT CONTAINS A WAIVER OF CLAIMS BASED ON NEGLIGENCE

As a Participant in the Race the Bay Event, I acknowledge and agree to the following:

- I acknowledge that the athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.
- I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.
- I acknowledge that this accident waiver and release of liability form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, next of kin, successors, and assigns as follows: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Classical Preparatory School; Pasco County, Florida; Hernando County, Florida; Pasco Fire District; Town of Aripeka, Florida; Town of New Port Richey, Florida; Town of Spring Hill, Florida; Sunwest; The Lift; any and all other vendors, providers, or subcontractors, sponsors and volunteers, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event volunteers (collectively, "Releases"); (B) Indemnify and hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of Releases or otherwise.
- I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event. I understand my right to refuse medical care and advice of medical providers; if my medical condition becomes such that my mental capacity is questioned, I hereby provide medical providers the right to recommend and initiate treatment. I understand and agree that I assume liability for any and all medical expenses incurred as a result of training for and/or participating in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.
- I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.
- I acknowledge that alcohol may be served at event(s) which I may voluntarily participate in and I fully assume any and all risks associated with alcohol consumption and take full responsibility for my own actions, safety and welfare.
- I understand that any person whose conduct is disruptive, violent and/or threatening or poses any other risk to the guests or to the event holders, producers, sponsors, organizers and assigns will be removed from the premises immediately.
- I hereby acknowledge that I have sole responsibility for my personal possessions and athletic equipment during the Race the Bay Event, and its related activities, including the Expo and post-race event at Sunwest Park.
- I hereby acknowledge that the event is scheduled for a specific time period which allows for the completion of the race within a time reasonable for even novice runners. After the expiration of the race time period, certain services may no longer be provided, including, but not limited to closures of the roadways on which the race occurs, posting of medical personnel along the race route and provision of law enforcement personnel to control the race staging/finishing area. I specifically acknowledge that my inability or failure to complete the race within the scheduled time period may result in the absence of any further provision of amenities or services provided by the entities previously listed and I assume all responsibility and liability should I continue to participate beyond the allotted race time.
- The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provision or any part of any provision of this Waiver and Release is held to be invalid or legally unenforceable for any reason, the remainder of this Waiver and Release shall not be affected and shall remain valid and fully enforceable.
- I understand that dogs, bicycles, in-line skates and skateboards are prohibited and that violation of this prohibition will result in disqualification and removal from the race course by race officials.
- I hereby certify that I have read this document, I understand its content and warrant that all statements herein are true and correct. I understand that all Releases have relied upon these statements in allowing me to participate in the event. I understand and agree that any dispute arising from this agreement shall be subject to arbitration in Pasco County, Florida and the arbitration procedure shall be controlled by the rules of the American Arbitration Association. If the participant is a minor, the parent or guardian hereby certifies that the minor child participating in the event has permission to participate and that the minor child is in good physical condition to safely participate in the event.
- Parent/Guardian hereby authorizes medical treatment for the minor child and grants access to the minor child's medical records as necessary and as stated above.

This Release and Waiver shall inure to the benefit of Releasees and be binding on Participant's heirs, beneficiaries, personal representatives, and assigns.

I ACKNOWLEDGE THAT I AM RELEASING LIABILITY AND WAIVING LEGAL RIGHTS which I or my heirs, beneficiaries, personal representatives and assigns may have against Releasees and that I am providing a release and waiver of liability for their benefit.

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE (Under 18 requires parent/guardian signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF PARENT/LEGAL GUARDIAN