

**READ BOTH PAGES BEFORE SIGNING WITH ELECTRONIC SIGNATURE.**

IN CONSIDERATION of being permitted to participate in any of WAIMEA TOWN CELEBRATION'S Na Heihei a Ola 2K, 5K & 10K (Fun Run) I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of running and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Fun Run. If I decide to leave early and not complete the race as planned, I assume all risks inherent in my decision to leave.
2. FULLY UNDERSTAND that: (a) Waimea Town Celebration's Na Heihei a Ola 2K, 5K & 10K Fun Run INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Fun Run, the condition in which the Fun Run takes place, or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or that of the minor in the Fun Run.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE The Historic Waimea Theater and Cultural Arts Center, Waimea Town Celebration, The Makana Training Center (Hiikua), the County of Kauai, the State of Hawaii, affiliated clubs and organizational affiliates, their respective instructors, trainers, educators, administrators, directors, agents officers, members, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Fun Run takes place, (each considered one of the "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**PARTICIPANT INFO**

*First Name*

*Last Name*

*Age on Race Day*

*Gender*

*Address*

*City, State*

*Zip code*

**CONTACT INFO**

<i>Day Phone</i>		<i>Cell Phone</i>
<i>Email Address</i>		
<i>Emergency Contact</i>		<i>Emergency Contact Phone Number</i>

**CANCELLATION & REFUND POLICY**

Registration fees are NON-REFUNDABLE and NON-TRANSFERABLE. Once we receive and accept your entry, you will not receive a refund if you cannot participate. You may not give or sell your race number or entry to anyone else. You also may not transfer your application to the following year. If the event is cancelled due to circumstances beyond our control such as an act of nature, terrorist threat, act of war, etc. there will be no refunds.

I AGREE to comply with the rules, regulations and instructions for the Fun Run. I know that running a road race is a potentially hazardous activity. I am aware of and assume all risks associated with running this event including but not limited to falls, contact with other participants, and effects of weather, including high heat levels and humidity, traffic and the conditions of the road. In consideration of accepting this entry, I, for myself and any entitled to act on my behalf, waive and release, indemnify, and hold forever harmless Waimea Town Celebration and its members, the County of Kauai, State of Hawaii, the sponsors, their agents and representatives, from any and all claims for injuries and damages I may have which were caused by the negligence of any item arising out of my participation in this event, including pre- and post-race activities. I attest that I am physically fit and have sufficiently trained for competition in this Fun Run. I give permission for the free use of my name, voice or picture in any broadcast, telecast advertising, promotion, and other account of this Fun Run. I further certify that all adults with legal custody over me have signed this statement and acknowledge that Waimea Town Celebration is allowing me to participate in this event in reliance upon this statement.

I AGREE that electronic submission of this application constitutes agreement to all the terms of this waiver and release statement.

**Digital Signature of Participant** (Type your full name here)**Date**

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**PARTICIPANTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE PARENT SIGN:** This is to verify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Release, and, for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement of participation in the Fun Run as provided above, even if arising from their negligence.

**Digital Signature of Parent or Guardian** (Type your full name here)**Date**

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