



5<sup>TH</sup> ANNUAL  
 AVON THANKSGIVING DAY  
 5K TURKEY TROT  
 Thursday, November 24, 2022

THOMPSON BROOK SCHOOL  
 150 THOMPSON ROAD  
 AVON, CT

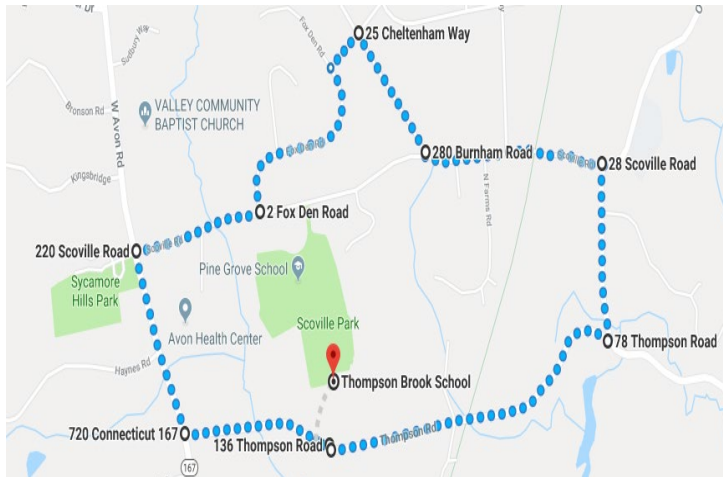
- HEALTH & FITNESS EXPO
- LIVE MUSIC
- GIVEAWAYS
- RAFFLE
- ACTIVITIES
- NEW! KIDS FUN RUN
- AND MUCH MORE

IT'S GOING TO BE EPIC!



**RACE START TIME: 9:00AM. We will follow current State COVID Guidelines at time of race.**

**Great SWAG bag to all road race finishers!**



**Race Director and Contact Info:**

Dawn Zavalishin  
 Cell: 860-301-7332  
 Email: [customerservice@bottomsup.us](mailto:customerservice@bottomsup.us)

**Course start and finish line at:**

Thompson Brook School  
 150 Thompson Road  
 Avon, CT 06001

**Date:** November 24, 2022.

Start Time: 9:00AM

Health & Fitness Expo will take place from 7:30 – 9:00AM in Thompson Brook School

**Parking:** Thompson Brook School, 150 Thompson Rd., Avon, CT 06001. Overflow parking at Pine Grove School.

**Entry Fee:** Early Birds: \$40 online before November 1st, Need More Time? \$45 up until November 20th at midnight. Day of race registration \$50 from 7:00-8:00am at Thompson Brook School. [Bib and Packet Pickup will be held at Fleet Feet, West Hartford on Tuesday, November 22nd from 4-8pm.](#)

***Those who register as participants by November 10<sup>th</sup> online are guaranteed a SWAG bag and finisher medal.***

**Awards:** Top three male/female overall. First place division winners: 10-14, 15-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70+. All prizes will be awarded at 10:30am during the awards ceremony!

Register Online: <https://www.bottomsup.us/events.html> or <http://www.itsyourrace.com/event.aspx?id=11334>

**Bottoms Up Organization - Avon 5K Turkey Trot Race Waiver**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Age on Race Day: \_\_\_\_\_ Sex: Male \_\_\_ Female \_\_\_ Amount enclosed: \_\_\_\_\_

You must read and agree to the following waiver in order to participate in this event.

I know and understand that running in a road race is a potentially hazardous activity. I attest that I am medically able and properly trained for the event and agree to abide by any decisions of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this event, including to but not limited to; falls, contact with other participants, effects of the weather, traffic, the condition of the road, any and all COVID 19 issues and gastrointestinal discomfort. All such and related risks being known and appreciated by me. Having read and understood this waiver and in consideration of your accepting my entry, I for myself and anyone entitled to act on my behalf, waive and release, race organizers and volunteers, and all sponsors, their officers, employees, agents, representatives and successors from all claims or liabilities of any kind resulting from my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant permission to all foregoing to use any photographs, motion pictures, recordings, or any other record of this event for legitimate purposes. I hereby waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. I understand that bicycles and skateboards are not allowed in any event. I will abide by these guidelines.

**No Refunds in the Event of Inclement Weather**

I acknowledge that the Bottoms Up Organization Avon Thanksgiving Day Turkey Trot is to be run on Thursday, November 24, 2022. In the event that inclement weather conditions should require cancellation of the race before it is to start or early termination after it has started because of safety concerns, I understand that the race WILL NOT be rescheduled. I also understand and agree that my entry fee WILL NOT be refunded.

**No Refunds in the Event of COVID 19 Related Cancellations**

I acknowledge there are No Refunds in the Event of COVID 19 related cancellations as governed by the Town of Avon and/or State Guidelines on or before the date of race, I understand that the race WILL NOT be rescheduled. I also understand and agree that my entry fee WILL NOT be refunded.

**COVID 19 Guidelines**

By signing this waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Bottoms Up Organization Avon Thanksgiving Day Turkey Trot on Thursday, November 24, 2022 and that such exposure or infection may result in personal injury, illness, permanent disability, or death to me and/or to those people I come in

close contact with. I understand that the risk of becoming infected by COVID-19 may result from the actions, of others, as well as my own actions. I also acknowledge that I am willingly and voluntarily attending the road race today of my own free will and volition. I voluntarily agree to assume all risks and I accept sole responsibility for contracting COVID-19 that could incur as a result of attending this road race. I hereby release, hold harmless, and discharge from all liability Bottoms Up Organization, Board Members and all partners and sponsors from all liabilities, claims, actions, damages, costs or expenses of any kind, whether I contract COVID-19 infection before, during or after my attendance at this event.

#### Photograph and Video Release Acknowledgement

I hereby grant Bottoms Up Organization permission to use my likeness in a photograph and/or video format in any and all of its publications, including but not limited to all of Bottoms Up Organization's printed publications, websites, press releases, and social media. I understand and agree that any photograph or video using my likeness will become property of Bottoms Up Organization's and will not be returned. I acknowledge that since my participation with Bottoms Up Avon Thanksgiving Day Turkey Trot held on Thursday, November 24, 2022 is voluntary. I hereby irrevocably authorize Bottoms Up Organization to edit, alter, copy, exhibit, publish or distribute this photo or video for purposes of publicizing Bottoms Up Avon Thanksgiving Day Turkey Trot or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video. I hereby hold harmless and release and forever discharge Bottoms Up Organization, Board Members, and all partners and sponsors from all liabilities, claims, actions, damages, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

1. Authority to Register and/or to Act as Agent. You represent and warrant to Innovative Timing Systems, LLC (ITS) that you have full legal authority to complete this event registration on itsyourrace.com, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such child, and do hereby consent to the collection of such child's personal information by ITS.

2. Limitation of Liability; Disclaimer of Warranties. ITS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ITS OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ITS OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ITS IS AT YOUR SOLE RISK. ITS IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ITS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ITS makes no warranty that the ITS sites' services will be

uninterrupted, secure or error free. ITS does not guarantee the accuracy or completeness of any information in, or provided in connection with, the ITS sites. ITS is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the ITS sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

3. Indemnification. You agree to indemnify and hold each of ITS and its partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of ITS or the violation of any term of this Liability Waiver or the ITS Terms of Service by you.

4. Applicable Law; Consent to Jurisdiction. The ITS sites (excluding linked sites) are controlled by ITS from its offices within the state of Missouri, United States of America. By completing this event registration, both you and ITS agree that the statutes and laws of the Missouri, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Liability Waiver, or other use of the ITS sites. You agree that exclusive jurisdiction for any dispute with ITS resides in the courts of the Missouri and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Missouri in connection with any dispute including any claim involving ITS or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

5. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

If under 18 years old, a parent or legal guardian must sign on your behalf.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(If signing for a minor (child under the age of 18), please print first name on the Printed Name line). The signature should be that of a parent/guardian. Please print this name under Signature Line.