

## MIKE HIKE 5K RUN/WALK ~ Nov. 5, 2016 ~ RACE DAY Registration

First Name: \_\_\_\_\_ Last Name \_\_\_\_\_

Birthdate: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: (circle one) Male Female

Company (if applicable) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Email (if you wish to get Mike Hike updates) \_\_\_\_\_

Emergency Contact: Name \_\_\_\_\_ Emergency Phone \_\_\_\_\_

Event: (Select One)  Adult 5K RUN \$30  Adult WALK \$25  Youth (under 18) 5K RUN \$20  Youth (under 18) WALK \$10

Do you wish to make an additional donation to the Homer Glen Foundation Mike Hike \$ \_\_\_\_\_

### Waiver and Release

For and in consideration of my voluntary participation in the Mike Hike 5K Run/Walk (Event) on November 5, 2016; I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Homer Glen Community & Nature Center (dba Homer Glen Foundation), Homer Glen Junior Women's Club, Village of Homer Glen, Commonwealth Edison, Homer CCSD 33C, St. Bernard Parish, USA Track & Field, First Community Financial Bank of Homer Glen, event sponsors, and each of their respective officers, directors, agents, employees, affiliates and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense. This release is intended to release the Released Parties from and against any and all liability arising out of or connected in any way with my participation in this event, even though that liability may arise out of the alleged negligence or carelessness on the part of one or more, the other or all of the parties mentioned above. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

2. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.

3. I understand and acknowledge that participation in the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event. It is further understood and agreed that this waiver, release and assumption of risks is binding on my heirs and assigns.

4. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment. Due to the fact a portion of this race is run on local streets shared with traffic, I agree to exercise care and caution for my own safety and the safety of others, and remain on the designated path.

5. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

6. Further, I hereby grant full permission to any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose including commercial advertising, without monetary payment to me. I understand that the Homer Glen Foundation does not offer refunds and by signing up, I waive my right to a refund. I have read this entire Agreement. I fully understand it and I agree to be legally bound by it.

*If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a minor you agree and consent to the collection of that child's information which you provide for the purposes of registration.*

I understand and agree to the waiver and release.

Signature \_\_\_\_\_  
(Parent or Guardian Signature if under 18)