

ACCIDENT WAIVER AND RELEASE OF LIABILITY
TRINITY TROT
Saturday, September 21, 2019

I acknowledge that the Trinity Trot 5K (the "Event") is a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks of the Event include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athlete, lack of hydration, equipment, vehicular traffic and actions of other people including but not limited to participants, volunteers, spectators and Event officials. I hereby assume all risks of participation in the Event. I acknowledge and agree that this Accident Waiver and Release of Liability (AWRL) form will govern my actions and responsibilities at the Event.

It is my intention that this AWRL shall apply to any and all liability that may arise from the Event or my participation in it, whether from negligence or carelessness on the part of the persons or entities being released; dangerous or defective equipment or property owned, maintained or controlled by the persons being released; or from any other cause or circumstance including but not limited to 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 qualified medical personnel.

I hereby agree, for myself and on behalf of anyone claiming on my behalf including but not limited to my executors, administrators, heirs, next of kin, successors and assigns, as follows:

(A) I release and discharge Trinity Evangelical Lutheran Church and School, Inc. its officers, directors, employees, volunteers and sponsors (collectively, "Trinity"), and any governmental agencies including but not limited to the City of Fort Morgan, whose property or personnel may be used in connection with the Event (collective, the "Released Parties"), from any and all liability for my death, disability, personal injury, property damage, property theft or other injuries or actions of any kind which may occur as a result of my participation in the Event, including but not limited to my travel to and from the Event, and I waive any and all claims against the Released Parties that may arise as a result of such injuries or actions.

(B) I agree to indemnify and hold harmless the Released Parties from any and all liabilities or claims that may result from my participation in the Event.

I hereby consent to receive any medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the Event.

I understand that I may be photographed as a result of my participation in the Event. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the Event holders, sponsors, and/or assigns.

I UNDERSTAND THAT THE ENTRY FEE IS NOT REFUNDABLE OR TRANSFERABLE. If my check payment for the Event does not go through and Trinity is charged a fee from the bank, then I am responsible for the event fee I attempted to pay and a \$35 charge. I have read and understand the rules for this event and I hereby agree to abide by these rules.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. I have read the pre-race information and this AWRL, and certify my compliance by my signature below.

PARENT GUARDIAN WAIVER AND RELEASE FOR MINORS (LESS THAN 18 YRS OLD):

The undersigned parent or legal guardian of the participant whose name is set forth below does hereby (i) represent that he/she is acting in such capacity and (ii) agree to each and every term and condition set forth above with respect to the participation in the Event of the person whose name is set forth below.

Name of participant:

Name of parent or guardian:

(Please print legibly)

(Please print legibly)

Signature of participant:

Signature of parent or guardian:

Date: _____
