

2017 OWL CREEK 5K RUN & WALK
RELEASE OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION FOR and as a condition of being permitted to participate in the 2017 Owl Creek 5K, to be held within the subdivision known as Owl Creek in Louisville Kentucky, including any and all activities preceding and following such event (collectively, the “EVENT”) on May 20, 2017, I, the undersigned, on behalf of myself and any legal and personal representatives, assigns, heirs, executors, administrators, successors and next of kin and those individuals whom I am authorized to register for the EVENT, I understand, agree and represent as follows:

Activity Participation Acknowledgement: I know that running or walking a road race is a potentially hazardous activity. I fully understand and acknowledge the nature of this Event and the risks and physical and mental rigors associated with participating in this Event, and realize and acknowledge that participating in this Event is inherently dangerous and represents an extreme test of a person’s physical and mental limits. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I understand that I am advised to consult a physician or other medical professional before participating in the Event, especially if I am pregnant, disabled, or have recently suffered any illness or injury. I represent that I will not enter and participate in the Event unless I am medically able and sufficiently trained to do so, and by signing this waiver, I hereby warrant, represent and certify that (i) I am medically able to perform this Event, (ii) I am in good health and in proper physical condition to participate in the Event, (iii) I do not suffer from any disability which would prevent my participation in the Event, (iv) 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 the Event, and (v) I am properly trained for participation in the event and have not been advised otherwise by qualified medical personnel.

Risk Acknowledgement: I voluntarily, knowingly and freely assume all risks and dangers, both known and unknown, associated with my voluntary participation in the Event, including, but not limited to: the potential for serious bodily injury, sickness and disease, permanent disability, paralysis, death, and loss of life; falling, tripping, scrapes, cuts, bruises, physical trauma, strains, sprains, muscle tears, broken bones and other serious bodily injury, including cardiac injuries and heart attacks; damage to and loss of my equipment and property, including loss of use thereof; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; traffic and the conditions of the road; dangers arising from adverse weather conditions; the effects of the weather, including extreme temperatures, winds, high heat and/or humidity, and precipitation; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying ages and skill levels; situations beyond the immediate control of the Released Parties as defined below; other undefined risks and dangers; actions or inactions of other participants; and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participation in the Event, and while traveling to and from the Event, all such risks being known and appreciated by me.

Indemnity and Release of Liability: Knowing these facts, for, and in consideration of, my participation in this EVENT, I, the undersigned, hereby Release, Waive and Forever Discharge and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless every person or entity involved in planning, organizing, promoting, sponsoring, advertising, conducting, directing or in any way involved in the Event, including, but not limited to, the Owl Creek Community, Owl Creek Community Association, Owl Creek Board of Directors, and all municipal agencies and other entities whose property and/or personnel are used, the owners of the real property upon which the Event takes place, law enforcement agencies and other public entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, entities, organizations, associations, officers, directors, partners, shareholders, members, representatives, agents, workers, coaches, employees, volunteers, consultants, insurers, heirs, successors and assigns (individually and collectively, the “Released Parties”), of, from and against any and all claims, actions, liabilities, lawsuits, demands, causes of action, injuries, losses, damages, costs, expenses (including court costs and attorneys’ fees), and judgments I now or hereafter may have or claim to have against the Released Parties, of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise (“Liability”), whether foreseen or unforeseen, present or future, known or unknown, which may arise out of, result from, or relate to my (or my minor child’s/ward’s) attendance at or participation in the EVENT, including claims for Liability caused in whole or in part by the active or passive negligence of the Released Parties.

Media Release: I understand that at this Event or related activities, I may be photographed or videotaped. I hereby agree, grant and convey all rights, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about the EVENT containing my name, photo, image and/or likeness to the Owl Creek Community Association, its agents, employees and/or representatives, and the Owl Creek Community Association, its agents, employees and/or representatives shall have the right to use such photographs, images, motions pictures, and recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereafter invented, for any legitimate purpose, including, but not limited to, promotional and/or advertising materials. I hereby forever release and discharge the Released Parties from any claims, actions, damages, or demands whatsoever by reason of any such use.

Miscellaneous: I acknowledge and agree that the Owl Creek Community Association and its agents and/or employees, may, in their sole discretion, delay or reschedule the Event, if they believe the conditions on the date of the event are unsafe. In the event that the Event is delayed and/or rescheduled for reasons beyond the control of the Owl Creek Community Association, including, but not limited to, weather conditions and safety concerns, I acknowledge that I shall not be entitled to a refund of the entry fee or any other costs of the entrant in connection with the race. I further acknowledge and understand that the race entry is non-refundable and non-transferrable. I will accept all responsibility for any legal or medical ramifications that may arise from an unauthorized transfer. I also understand that if I illegally transfer my race number to another person, I release the Owl Creek Community, Owl Creek Community Association, Owl Creek Board of Directors, and all other entities associated with the Event from any and all Liability. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, and acknowledge that I agree to this Agreement freely and voluntarily, and under my own free will. 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. This Release shall be interpreted in accordance with the laws of the Commonwealth of Kentucky.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

ADULT PARTICIPANTS (Over 18)

<u>Signature:</u>	<u>Print Name:</u>	<u>Date:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

PARENT/GUARDIAN WAIVER FOR MINORS (Less than 18 years old)
(SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED)

The undersigned, being the parent or legal guardian of the minor(s) identified and listed on the Owl Creek 5K Run & Walk – Entry Form submitted herewith, does hereby represent that he/she is in fact acting in such capacity, has read and understands and hereby accepts and agrees to the terms of this Release of Liability, Indemnity, and Hold Harmless Agreement on behalf of the minor in connection with the minor’s participation in the EVENT, understands and appreciates the inherent risks assumed in allowing a minor to participate in the EVENT, consents to and grants permission for the minor’s participation in the EVENT, and agrees to release, indemnify, defend and hold harmless each and all of the parties herein referred to above as Released Parties from and against all claims, liabilities, losses, damages, costs, expenses (including attorney’s fees) and judgments whatsoever arising out of, related to, or resulting from the minor’s participation in this EVENT. If, despite this Agreement, I, or anyone on the minor’s behalf, make 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.

Print Name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date: _____