

# Endurance Athletics

## Event Acknowledgement of Risk and Waiver of Liability

### Participant Information

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

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

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

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

### Emergency Contact

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

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

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document.**

**If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.**

I acknowledge that I have read the PARTICIPATION DISCLAIMER and agree to all statements contained within.

I acknowledge that I have read the RESULTS DISCLAIMER and agree to all statements contained within.

I acknowledge that I have read the USE OF PERSONAL INFORMATION and agree to all statements contained within.

### Participant Certification

My signature acknowledges that I have read the above waiver and I agree and accept all terms and conditions set forth herein.

Participant Signature: \_\_\_\_\_

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

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### **REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE: PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT AGREEMENT**

I certify that I am the parent or legal guardian of the above-named participant in the above stated event. On behalf of myself and my spouse, partner, co-guardian, or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the above stated event, and I hereby give my consent to participation by my depending in the above stated event, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify, and defend Endurance Athletics and other named parties from and against all claims, demands or suits that my dependent has or may have. Parent or Guardian:

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

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

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

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

This form is valid for all Endurance Athletics LLC hosted events held on and after the date signed by the participant or parent or legal guardian. Participants will be required to complete an Acknowledgement of Risk and Waiver of Liability for each event they participate in as the form may be updated based on the event.

### **PARTICIPATION DISCLAIMER\***

Participant refers to all attending the above stated event and includes but is not limited to race participants, volunteers, and spectators. I know that running, spectating, volunteering, or otherwise attending a road or trail race is a potentially hazardous activity, which could cause injury or death. I will not enter and participate unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the race and agree to abide by them. I assume all risks associated with running in this event, including but not limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential of contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road or trails including surrounding terrain. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me. I understand that bicycles, skateboards, roller skates or inline skates, and animals are not allowed in the race, and I will abide by all race rules. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release any and all events attended, the local governing body and/or municipality, Endurance Athletics LLC, event beneficiaries, all event sponsors, and any other organization or entity involved in the planning and execution of all Endurance Athletics events, their representatives and successors from all claims or liabilities of any kind arising out of 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. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this event and personally assume this risk. This Acknowledgement of Risk and Waiver of Liability extends to all claims of every kind whatsoever. I also consent to emergency treatment in the event of injury or illness. I grant permission to all of the foregoing to use my name, age, date or birth, finish place, and finish time, photographs, motion pictures, recordings, or any other record of this event in the public domain for any legitimate purposes. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

### **RESULTS DISCLAIMER\***

We make every effort to ensure that we accurately represent the results and finishing time of all registered runners. To accomplish this, we ask that all participants adhere to the race requirements and follow all direction from race officials and volunteers. Your cooperation will ensure that the best possible results are recorded. Please note that all finish times will be posted "gun times" and not "chip times". This means that your time is based on the start of the race until you cross the finish line, not from the time you cross the starting line until you cross the finish line. This is done to keep race costs down and avoid RFID chip costs. We do everything we can to ensure accurate timing results.

### **USE OF PERSONAL INFORMATION\***

The personal information gathered in this form are for the sole use of Endurance Athletics. Your personal information will be used to convey race results and provide event updates to you. Endurance Athletics will never sell or distribute your information. By completing this form, you agree to allow Endurance Athletics to contact you with information regarding race updates and to distribute race results.