

# Ellie Helton Memorial 5K - Registration

**BIB:** \_\_\_\_\_

## WAIVER:

I understand that running in a road race is a potentially hazardous activity. I should not run unless I am medically able and properly trained. I 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, but not limited to: falls, contact with other participants, effects of weather, traffic, and the condition of the road or trail, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I for myself or anyone entitled to act on my behalf, waive and release The Brain Aneurysm Foundation, Precision Race LLC, Fleet Feet Sports, USATF, race organizers and volunteers, and all sponsors, their 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 other record of this event for legitimate purpose. Races will be held rain or shine but may be cancelled without refund due to dangerous weather conditions.

I understand that bicycles, skateboards, roller skates or blades, and animals are not allowed in the race, and I will abide by these guidelines.

STATEMENT OF RISKS: There are significant elements of risk in any sport or activity associated with running and walking, including this Ellie Helton Memorial Event ("the Activity") and related activities that are incident thereto, including any training programs.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: inclement weather, lightning, variances and extremes of wind, weather, and temperature; heat or sun-related injuries or illnesses including sunburn, sunstroke, and dehydration; fatigue, chill, and dizziness, which may diminish reaction time and increase the risk of an accident; falls; contact with other participants; traffic; and road conditions. I am aware that the Activity entails risk of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity, even if the injury, death or property damage is caused, in whole or in part, by the negligence of the Brain Aneurysm Foundation, and any or all of its officers, directors, agents, subsidiaries, committees, boards, and employees (hereinafter, "the Releasees"). I verify that I am sufficiently fit, trained, qualified, and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, oxygen shortage (anoxia), heart attack, exposure, head, neck, and spinal injuries, insect or animal bites, allergic reaction, shock, paralysis, or death.

RELEASE & WAIVER OF LIABILITY: I, the participant or parent/guardian of the participant, for myself, my heirs, representatives, assigns, and next of kin, in consideration for registration and participation in the Activity, do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the Releasees from all liability to the participant, his/her personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damages and from any and all claims, demands, suits, loss, and causes of action on account of death, personal injury, or property damages suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

SEVERABILITY: Should any portion of this Release of Liability and Assumption of Risk (the "Release") be judicially determined invalid, voidable, or unenforceable, for any reason, such portion of this Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Waiver.

By accepting, I acknowledge that I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

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

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

**Race Day Paper Registration Prices:**

- Youth Fun Run (untimed)                      \$10
- 5K Race (timed)                                      \$35
- 5K Fun Run (untimed)                              \$35

**Name:** \_\_\_\_\_

**Birthdate:** \_\_\_\_\_      **Gender:**    M    F

**City:** \_\_\_\_\_      **State:** \_\_\_\_\_      **ZIP:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_      **Team:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone:** \_\_\_\_\_

In consideration of the acceptance of my entry, I for myself, any heirs, executors, administrators and assigns, due hereby release and discharge the Brain Aneurysm Foundation, all sponsors, any and all volunteer groups, or individuals in the case of death or injury from any participation in the event.

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

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

Parent or Guardian if participant is under 18 years old



**Payment received:**    Cash                      Check

**Total Received:** \$                      **Date:**

**Thank you for your support of the 3<sup>rd</sup> Annual Ellie Helton Memorial Event!**