



PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Bib # \_\_\_\_\_

Event Name: Bearkat Bash 5K Run/Walk & Kids' 1K Fun Run
Event Location: Klein High School/Klein Memorial Stadium

Event Date(s): February 10, 2018
Sanction #: 18-25-013

For and in consideration of USA Track & Field, Inc. ("USA Track & Field" or "USATF") allowing me, the registrant, to participate in the USA Track & Field sanctioned event I am registering for herein (the "Event" or "Events"); 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 represent that (i) I am at least eighteen (18) years of age... (ii) I am in good health... (iii) I am not under the influence of alcohol...
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous...
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event...
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties...
5. As a condition of my participation in the Event, I hereby grant USA Track & Field, the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information...

I hereby warrant that I (or the Guardian, if I am under the age of 18) 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 accepting 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 accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

Participant Name (or Guardian): \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male Female
Minor Name #1: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male Female
Minor Name #2: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male Female
Minor Name #3: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male Female

Home Address: \_\_\_\_\_ Home Tel.: (\_\_\_\_) \_\_\_\_\_
Team Name \_\_\_\_\_ Email Address \_\_\_\_\_

X \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
Signature of Participant or Guardian Date Signed