

WAIVER



WITNESS THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY (“Release”) executed by the undersigned individual (hereinafter the “Participant”, which term includes Participant’s parent or legally-appointed Guardian, if the participant is a minor). Participant agrees as follows:

1. I understand and acknowledge that participating in a road race (or fun walk) 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.
2. I agree to abide by any decision of the event organizers 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 event and agree to abide by them.
3. I assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic, the conditions of the road, and health conditions resulting from physical exertion, all such risks being known and appreciated by me.
4. Having read this waiver and knowing these facts and inconsideration of the race organizers accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Caldwell County Hospital, Inc. and Caldwell County Hospital Foundation, Inc., and their respective officers, directors, employees, agents and insurers (“Released Parties”), from all claims, causes of action, and 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 Release. I grant permission to all of the foregoing to use my image, whether in a photograph, video, or any other record of this event, for any legitimate purpose.
5. I acknowledge that my use or possession of any personal property in connection with the event is at my sole risk and Released Parties shall not be liable for the loss, theft, or damage of such personal property.
6. I agree to hold harmless, indemnify and defend Released Parties against any and all claims, demands, causes of action, damages and judgments that may arise from or relate to my participation in the event.
7. I agree that if I or any personal representative of mine files a lawsuit or otherwise presents claims due to injuries or losses arising out of or any way related to my participation in the event that such claims shall be immediately dismissed upon the presentation of this Release to the court, and if it cannot be dismissed, I shall not accept or take any award resulting therefrom.
8. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this Release, I consent that I am not entitled to a refund if the event is canceled before or during the event.
9. If any provision of this Release shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of this Release.
10. This Release shall be construed and interpreted, and its validity shall be determined, in accordance with the laws of the Commonwealth of Kentucky.

By signing this Release, the undersigned certifies that he/she has read the foregoing Release, that he/she knows and understands the contents of this Release, that he/she knows and understands that by signing this Release he/she is waiving and giving up legal rights, and that he/she is signing same as his/her free act and deed.

PRINTED NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT

DATE: _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN
IF PARTICIPANT IS A MINOR

DATE: _____