



Waiver, Consent and Liability Release

[5-5-5 5K Walk/Run]

READ CAREFULLY: APPLICATION NOT COMPLETE WITHOUT SIGNATURE(S) BELOW

In consideration of City of Huntingburg permitting me and/or my minor child(ren) (if applicable) (jointly and severally the “**Participant**”) to participate in City of Huntingburg events or activities, the Participant, Participant’s heirs, next of kin, assigns, and personal representatives, do hereby enter into this Waiver, Consent and Liability Release (“**Waiver and Consent**”) and agree as follows:

1. Participant understands that bicycling, running, canoeing, distance walking and other competitive outdoor activities require physical conditioning, and Participant represents that Participant is in sound medical condition, capable of participating in City of Huntingburg events, rides, and activities without risk to Participant or others. Participant has no known medical impediment which would endanger Participant or others. Participant agrees that Participant will be solely responsible for the condition and adequacy of Participant’s bicycle, safety gears, and riding equipment. Participant will ride safely within the limits of Participant’s own abilities, Participant’s equipment, and the riding conditions, and in a manner so as not to endanger either Participant or others.
2. Participant understands that Participant’s name, address, phone number, email address, photograph, voice, and/or likeness may be used in promotional or advertising materials. Participant consents to such uses and waives any rights of privacy or publicity Participant may have in connection with those uses.
3. Participant understands that bicycling, running, canoeing, distance walking and other competitive outdoor activities are potentially hazardous activities which involves risks, inherent and otherwise, known or unknown, that cannot be eliminated, which may cause injury, illness, paralysis, or death to Participant, other persons, and/or damage to property. Participant certifies that Participant has prepared for this event and is in adequate physical condition for this event.
4. Participant agrees to follow the rules of the 5-5-5 / 5K, obey all traffic laws, avoid littering, and respect the property of others.
5. Participant further understands that negligence of City of Huntingburg, including its officers, members, volunteers, and sponsors, or other risks associated with City of Huntingburg events or activities may cause injury, illness, paralysis, or death to Participant, other persons, and/or damage to property. Some of the risks associated with City of Huntingburg events, rides, and activities include, but are not limited to, equipment failure, collisions with other riders, terrain, objects, or vehicles, and known or unknown medical conditions. Participant assumes full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to the City of Huntingburg events, rides, and activities on behalf of Participant. Further, Participant acknowledges that Participant is voluntarily participating in this activity with knowledge of the risks and fully accepts and assumes all risks related to or arising from City of Huntingburg events, rides and activities.

6. Acknowledging that such risks set forth above exist, Participant, on Participant's own behalf and those of Participant's executors, heirs and assignees, does HEREBY RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY City of Huntingburg, its boards, elected and appointed officials, its employees and agents; the organizers of this 5-5-5/5K, their sponsors, associates and contractors; other entrants and representatives; and the officers, directors, employees, representatives, agents, insurers, and successors of all the above (hereinafter individually and collectively referred to as the "Releasees") from any and all claims, damages, losses, actions, suits, proceedings, breach of contract actions, wrongful death actions, negligence of Releasees, acts or omissions of Releasees, expenses, attorney fees, and liability that Participant, anyone on Participant's behalf, Participant's heirs, next of kin, or minor child(ren) may have for, or relating to, any property damage and/or injury, including death, to Participant suffered or claimed to have been suffered by Participant which may arise out of or is related in any manner, either directly or indirectly, to Participant's participation in any City of Huntingburg event, ride, or activity or Participant's assistance at any City of Huntingburg event, ride, or activity.

Participant FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees and all others involved in this event from any claim, damages, expenses or action, including attorney fees, assessed or brought against them because of Participant's acts or omissions.

7. 5-5-5 volunteers have no duty to indemnify, defend, or hold harmless the Releasees.
8. This Waiver, Consent and Liability Release is governed by the laws of the State of Indiana. If one or more portions of this Waiver and Release are found unenforceable, the remainder of this Waiver, Consent and Liability Release will remain enforceable. If Participant is a minor, Participant's parent or guardian is also signing individually and on Participant's behalf, and we both agree to be bound by the terms of this Waiver, Consent and Liability Release.
9. Participant has read and fully understands this Waiver, Consent and Liability Release; Participant agrees to be bound by its terms, and signs this Wavier, Consent and Liability Release freely and willingly. Participant understands that by signing this document, Participant may be waiving certain legal rights, including the right to sue City of Huntingburg or any of the Releasees.

"Participant"

(Signature)

Date: _____

(Printed)

If Minor:

Parent/Guardian Signature

Date: _____

(Printed)