

Accident Waiver and Release of Claims and Liability Agreement for The Gwinnett Life Run

In consideration for my being permitted to participate in the activities and or event of The Gwinnett Life Run LLC, I agree to the following Accident Waiver and Release of Claims and Liability.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I and/or my child/ward are physically fit, have sufficiently prepared for participation in this activity, and have not been advised to not participate by a qualified medical professional.

I certify that there are no health-related reasons or problems which preclude me or my child/ward's participation in this activity.

I acknowledge that this Accident Waiver and Release of Claims and Liability will be used by but not limited to the event holders, sponsors, and organizers of the activity in which I and/or my child/ward may participate, and that it will govern my and/or my child/ward's actions and responsibilities at said activity.

I understand:

1. I and/or my child/ward agree to abide by any decision of a race official.
2. I and/or my child/ward agree not to consume alcohol before the race.
3. I and/or my child/ward understand and assume the risks of injury that I may encounter
4. I and/or my child/ward understand there might be inclement weather.
5. I and/or my child/ward agree to abide by all civil and criminal laws at all times.

In consideration of my application and permitting me and/or my child/ward to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability that I and/or my child/ward may sustain as a result of coming to the event, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my and/or my child/ward's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me and/or my child/ward including my and/or my child/ward traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Gwinnett Life Run, LLC, Chick-fil-A Scenic Highway, Chick-fil-A Inc., Obria Medical Clinics, Young Life and/or their directors, officers, employees, volunteers, representatives, agents, the activity holders, sponsors, volunteers, vendors, landlord, successors, cities, towns, states, other governmental bodies, locations in which the event or portions of the event take place, and representatives of all of the above;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this agreement from any and all liabilities or claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, whether caused by the negligence of release or otherwise that arise from participating in this activity.

I acknowledge that The Gwinnett Life Run, LLC, Chick-fil-A Scenic Highway, Chick-fil-A Inc., Obria Medical Clinics, Young Life and including but not limited to their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent for myself and/or my child/ward to receive medical treatment which may be deemed advisable by a medical professional in the event of injury, accident, and/or illness during this activity. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I and/or my child/ward agree to conduct ourselves in a professional manner and treat everybody at the activity including but not limited to participants, spectators, and officials respectfully. I understand that if disciplinary action is taken against me and/or my child/ward, I and/or my child/ward may be suspended from the activity and future activities.

I understand while participating in this activity I and/or my child/ward may be photographed and/or video taped. I agree to allow my child/ward's and/or my appearance, voice, name, photograph, video, or film likeness to be used for any legitimate purpose such as but not limited to promotional, advertising, and marketing purposes by the activity holders, producers, sponsors, organizers, and assigns. Any and all photographs, recordings, or other records of the event are the sole property of The Gwinnett Life Run, LLC. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

The Accident Waiver and Release of Liability Form is a legally binding agreement and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.