

Kool Events LLC/Fun Glow 5K Consent, Waiver, Assumption of Risk Liability Release Agreement

Kool Events LLC/Fun Glow 5K Consent, Waiver, Assumption of Risk Liability Release Agreement. ALL PARTICIPANTS, VOLUNTEERS, PERFORMERS, VENDORS AND SPONSORS MUST READ CAREFULLY AND SIGN THIS AGREEMENT. In consideration of the opportunity to participate and/or attend the Fun Glow 5K("Event"), the undersigned participant/volunteer performer/vendor/sponsor ("Attendee") knowingly and voluntarily agrees to the following: I acknowledge that this is a running and/or walking event that involves physical activity, is a test of my physical and mental limits and carries a potential for moderate and serious injury, death, property loss or damage. I also acknowledge that the Event involves spraying a corn-starch colorant ("Colorant") and may cause skin irritation, itching, burning, discomfort or vision problems, permanently stain or damage any of my personal belongings or property. I acknowledge the Event has properly warned of the effects involved with the Colorant, and advised me to wear proper eye, nose and mouth protection at all times. I understand the risks involved with attending the Event that may include, but not limited to: falls, slips, contact and/or crashes with other Attendees, injuries from contact with the Colorant, effects of weather including heat and/or humidity, cold, defective equipment, condition of the roads and/or course, rough terrain, water hazards, hazards posed by spectators or other Attendees, man-made or natural obstacles, wild animals and poisonous plants. I ASSUME ALL RISKS INVOLVED WITH THE EVENT, THE COURSE, EQUIPMENT AND THE COLORANT. I agree to monitor my health while participating in the Event, and will withdraw from the Event immediately and seek medical personnel if I believe continuing will present a risk to myself or other Attendees. I agree that I will fully inspect the course before participating, and notify the Event's personnel immediately of any hazardous situations. I agree to wear appropriate clothing and foot attire as established by industry standards and common safety practices during all activities at the Event. I acknowledge that I am not under the influence of alcohol, nor am I under the influence of any drugs, including prescription, illegal or over-the counter medication, which could impair my ability to participate in the Fun Glow 5K. If I am taking medication, I affirm that I have seen a physician and have approval to participate in the Fun Glow 5K while under the influence of medication. I attest and verify that I am physically fit, have sufficiently trained for the Event, and my physical condition has been verified acceptable to participate in the Event by a medical doctor prior to attending. I am covered by medical insurance, individually or as part of an organization. Further, I give my consent to medical treatment in the event of an emergency or other incident, in which, in the reasonable judgment of the on-site personnel, I require medical care. I assume all liability for any and all medical expenses incurred as a result of training for and/or attending the Event, including but not limited to: ambulance transport, hospital stays, physician and pharmaceutical goods and services. I agree, on my own behalf and on behalf of my heirs, estate, successors and assigns, to indemnify and hold harmless Kool Events LLC any/all related Contributing Entities under any name associated with the Event Organizers, Fun Glow 5K all landowners, producers, sponsors, co-sponsors, advertisers, organizers, material suppliers, vendors, concessionaires, volunteers and/or contractors of any of the Event in which I may participate and/or attend, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, attorneys and insurers of each of the foregoing (collectively, the "Released Parties") against, any lawsuits, demands, claims, or expenses (including attorneys' fees and legal costs), arising from or in any manner related to my attending the Event; and to the fullest extent permitted by law, I fully and forever waive, release, discharges and covenants not to sue Released Parties for and from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in related to, in connection with or relating to my participation or attending the Event from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of others. I acknowledge that the RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS

OR IMPLIED, REGARDING THE EVENT and agree that the Released Parties will not, under any circumstance, be liable for consequential, indirect, general, special or similar damages. I acknowledge that this release and waiver of liability agreement will be used by the Released Parties and that it governs the legal rights and responsibilities of both me and the Released Parties. Further, I hereby grant to Released Parties the worldwide right in perpetuity to use and publish my name, my likeness, my voice, and/or my picture, singly or as part of composite or reproductions, in color or otherwise, in any medium now known or in the future devised, including but not limited to, broadcast, telecast, advertising, promotion, or other account of the Event in any form and for any purpose, without compensation or approval. I understand that my entry fee is nonrefundable under any circumstances. If any Event is canceled for any reason due to circumstances beyond reasonable control, the Event and/or Released Parties have no obligation to refund my entry fee or any other costs and/or expenses I incurred in connection with the Event. I understand that the bib is non-transferable, and if lost my bib and entry will not be replaced. The Event and Released Parties have the right to reject my entry for any reason. PHOTO/TALENT RELEASE I hereby irrevocably release consent and allow the Fun Glow 5K and its agents to use my photograph, likeness, voice, as it pertains to my participation with the Fun Glow 5K events, in any manner for promotional efforts without expectation of any reimbursement for its use. This Waiver is a legally binding Agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. I have read this document and I fully understand its content, warning of risk, assumption of risk and waiver and release of all claims. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

By signing below, you agree, warrant and covenant as follows:

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

Printed Name	Signature	Date
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I give my permission to _____ to pick-up my Packet and/or merchandise.

Signature _____.

FOR ATTENDEES UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN MUST SIGN ABOVE AND BELOW.

Attendee’s Parent or Guardian’s signature below certifies that Attendee’s son/daughter/ward has permission to participate/attend the Event. Attendee’s Parent/Guardian has read and understands the foregoing **WAIVER AND RELEASE AGREEMENT** (above) and by signing intentionally and voluntarily agrees to its terms and conditions. Attendee’s Parent/Guardian further certifies that such son/daughter/ward is in good physical condition and is able to safely participate in the Event. Attendee’s Parent/Guardian hereby authorizes medical treatment for such son/daughter and grants access to such child’s medical records as necessary and as stated above.

Parent/ Guardian Print Name	Parent/Guardian Signature	Date
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