



SNUC Foundation, Inc. ***A 501c3 Corporation***

5K & 10K Run Release And Waiver of Liability

For consideration of participation in the SNUC Busters 5K and 10K Run to be held on September 14, 2019, I,

(Print Your Name Here)

waive and release the SNUC Foundation and Sparacia Witherell Family Winery & Vineyard, its directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child's) participation or attendance in this event.

INHERENT AND POTENTIAL RISKS

I understand that the SNUC Busters 5K and 10K Run involves strenuous physical activity associated with running. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in SNUC Busters 5K and 10K Run relating to the risk of strenuous physical activity, collisions with other runners, or falling. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of runners, vehicles, and non-participants to observe laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for running in the SNUC Busters 5K and 10K Run; and dressing in conjunction with the weather.

MEDICAL EVALUATION

I attest that I (or my child) am medically and physically able to participate in SNUC Busters 5K and 10K Run. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete SNUC Busters 5K and 10K Run, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in SNUC Busters 5K and 10K Run.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. 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, including, but not limited to, negligent emergency rescue operations.

VOLUNTARY PARTICIPATION

I am fully aware of the risks connected with participation in SNUC Busters 5K and 10K Run, whether specifically listed in this Release or not, and I voluntarily elect to participate in SNUC Busters 5K and 10K Run knowing that this participation involves these risks.

SNUC Busters 5K & 10K Run Release And Waiver of Liability Continued

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, AND COVENANT NOT TO SUE

In consideration for being permitted to participate in SNUC Busters 5K and 10K Run, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in SNUC Busters 5K and 10K Run.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in SNUC Busters 5K and 10K Run including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releasees.

ACKNOWLEDGMENT AND COMPLIANCE WITH RULES

I agree to observe all rules and safety procedures that accompany SNUC Busters 5K and 10K Run and to abide by any decision of an event official relative to my (or my child's) ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws, including all applicable state and local laws and regulations governing runners, and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

SEVERABILITY

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: _____

Address: _____

Emergency contact name and phone number: _____

Bib Number: _____

Signature: _____

Date: _____