



Running with the Herd

The Villages Charter School Campus

Saturday, January 26, 2019

Race Start/Finish: The Villages High School Football Field

**RUNNERS PLEASE
NOTE:**

FOR SAFETY REASONS: In-line skates, skateboards, and dogs on leashes will NOT be allowed on the race course. If you are pushing a baby jogger/stroller in the race, you accept full responsibility and understand for safety reasons you are to start at the back of the starting coral.

RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in recreational activities or events sponsored, promoted, held, or conducted by Releasee (The "Activities"), including but not limited to the Running with the Herd 5k being held on January 26, 2019 (the "Event"), I, for myself and for my executors, administrators, persons, representatives, assigns, heirs, and next of kin, DO HEREBY: 1. RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE The Villages of Lake-Sumter, Inc., Buffalo P.R.I.D.E., Inc. ("Buffalo Pride"), The Villages Charter School, Inc., RunSignUp.com, Race Time Sports, Big Hammock Race Series, any Event sponsor, Event advertiser, promoter of this Event, any owner, lessor or lessee of the premises used to conduct or hold the Event and each of the aforementioned parties' officers, owners, directors, members, executives, agents, employees, affiliates, department representatives, successors and assigns (collectively and individually the "Releasee") of all liability to me and my executors, administrators, personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and all claims or demands therefore, on account of injury to my person or property or resulting in my death, arising out of or in any way connected with my participation or involvement in or presence at this Event, suffered before, during or after the Event, whether caused by the negligence, action or inaction of Releasee or otherwise; 2. INDEMNIFY AND HOLD HARMLESS Releasee from and against any loss, liability, damage or cost that I may incur due to my participation, involvement or presence at this Event, whether caused by negligence, action or inaction of Releasee or otherwise; 3. ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or in any way connected with the participation, involvement in or presence by me at this Event suffered before, during or after the Event, whether caused by the negligence, action or inaction of Releasee or otherwise. I understand that participation, involvement or presence at this Event carries the risk of injury or death or property damage and I accept that risk freely and voluntarily; 4. AGREE that this Release and Waiver of Liability is intended to be as broad and inclusive as is permitted by Florida law, and that if any portion is held invalid for any reason, the balance should notwithstanding, continue in full legal force and effect; 5. AGREE that the terms of this Release and Waiver of Liability shall bind me and continue to be in full force and effect until such time I deliver written revocation of this Release and Waiver of Liability to Buffalo Pride and that no representations or inducements apart from the foregoing have been made by the Releasee. 6. ACKNOWLEDGE that I am entering an event during which participants may be photographed/recorded and, by entering the Event, I irrevocably consent to be photographed/recorded and grant The Villages Charter School, Inc., The Villages of Lake-Sumter Inc., Villages Media Management, Inc., Buffalo Pride, and each of the aforementioned entities' successors, assigns and licensees the right in perpetuity to distribute the results of such photography/recording in all media throughout the world; 7. CERTIFY that as a material condition of my being permitted to enter the Event that I am physically fit and sufficiently trained for completion of this Event and that a licensed medical doctor has verified my physical condition; 8. AGREE that I am fully responsible for the payment of any and all medical services and treatment rendered to me as a result of any injury I may obtain as a result of my participation in the Event, including but not limited to, costs for medical transportation, medications, treatment and hospitalization; 9. SHALL INDEMNIFY AND HOLD HARMLESS Releasee from and against any third party claims for costs, damages or injury if such costs, damages or injury were a result of my actions or inactions during the Event. 10. I acknowledge that the involvement of Big Hammock Race Series, Inc. ("BHRS") in this race is limited to the scoring of official results after the race for Big Hammock Race Series purposes and agree that BHRS has no liability to me for any actions or inactions of any race participants, the race organizers, their contractor, sponsors or volunteers. I HAVE READ THE FOREGOING TERMS AND CONDITIONS IN THEIR ENTIRETY AND I HEREBY FREELY AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY, INTENDING TO BIND MYSELF (OR, IF I AM SIGNING AS GUARDIAN FOR A CHILD UNDER 18 YEARS OF AGE, INTENDING TO BIND THE MINOR PARTICIPANT FOR WHOM I AM ACTING AS GUARDIAN) THEREBY. I acknowledge that true copies of this signed Release and Waiver of Liability which are delivered electronically or by facsimile shall be considered as binding as an originally signed Release and Waiver of Liability. I also acknowledge that, if I am signing this Release and Waiver of Liability as the guardian of a child under the age of 18 who is participating in the Event, that I am binding said minor to the terms and conditions herein and that I certify that I am the true legal guardian of said minor.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

SIGNATURE BLOCKS FOR PARTICIPANTS 18 YEARS OF AGE OR OLDER:

Participant's Signature _____ Date _____

Participant's Printed Name _____

Emergency Contact Name and Phone Number _____

SIGNATURE BLOCK FOR GUARDIANS OF PARTICIPANTS UNDER THE AGE OF 18:

Guardian's Signature _____

Guardian's Printed Name _____

Minor Participant's Printed Name _____

Emergency Contact Name and Phone Number _____

Date: _____

Please mail this completed form to Running With The Herd, 1080 Bichara Blvd, Suite 241, The Villages, FL 32159.

This is a mailbox only, employees at this location cannot answer questions regarding the 5k race.

For questions please email us at support@runningwiththeherd5k.com or call us at (352) 561-8499