2013 HI5F EVENTS/ROCK-N-GLOW 5K RACE
CONSENT, WAIVER, ASSUMPTION OF RISK LIABILITY RELEASE AGREEMENT

Participant's Printed Name _____ Gender _____ Bib# (staff to fill in) _____

Email _____

ALL PARTICIPANTS MUST READ CAREFULLY AND SIGN THIS AGREEMENT. In consideration of the opportunity to participate in the Rock-N-Glow 5K ("Event") the undersigned participant ("Participant") knowingly and voluntarily agrees to the following:
I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILTY THE ORGANIZER OF THIS EVENT (Hi5F/Rock-N-Glow 5K), ITS HOST Pikes Peak International Raceway, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, SPONSORS, PROMOTERS, SECURITY, AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING. In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above Event, I hereby freely agree to and make the following contractual representation and agreements. **I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING,** by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other participants, and fixed or moving objects; **THE PARTICIPANT'S OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the Event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HERBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this Event and employees through or by which the Event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHT AND CLAIMS INCLUDING CLAIMS ARISING FROM THE PARTICIPANT'S OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Event, or travel to or return from the Event. I agree it is my sole responsibility to be familiar with the Event course and agenda, the Releasees' rules, and any special regulations for the Event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the Event that may be beyond my control in connection with this Event or in the control of the Releasees, and I must otherwise participate so as to neither endanger others or myself. I accept responsibility for the condition and adequacy of my conduct in connection with this Event. I have no physical or medical condition that would endanger others or myself if I participate in this Event, or would interfere with my ability to safely participate in this Event. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the Event. Every term and provision of this contract 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. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

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

PRINTED NAME _____ **SIGNATURE** _____ **DATE** _____

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

I am the parent or guardian of _____ (Child). My Child is fit for the Event, and I consent to my Child's participation. **I HAVE READ AND UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE REALEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the Event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Event.

PRINTED NAME OF PARENT/GUARDIAN _____ **SIGNATURE OF PARENT/GUARDIAN** _____ **DATE** _____

RELATIONSHIP TO MINOR _____