

FitELITE Freak 5k

Waiver and Release of Claims, Assumption of Risk and Warning of Risk

Please initial on each line after reading

1. I understand that entering the FitELITE Freak 5k is a hazardous activity.
2. I understand that FitELITE Freak5k presents extreme obstacles including, but not limited to, fire, mud pits and steep hills.
3. I agree not to participate unless I am medically able.
4. I agree to not consume alcohol prior to the FitELITE Freak 5k or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the FitELITE Freak.
5. I agree to abide by any decision of a race official relative to my ability to safely complete the race.
6. I agree to obey all civil and criminal laws at all times.
7. I assume all risks associated with competing in the FitELITE Freak 5k, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of premises, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me.
8. I agree that FitELITE is not responsible for any personal items or property that are lost or stolen in the gear check area.
9. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me 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.
10. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the race.
11. I grant permission to FitELITE, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of FitELITE Freak 5k.
12. I understand that all entries are final with no refunds.
13. The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees.
14. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. FitELITE Freak may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind. I also agree to indemnify FitELITE, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
15. (Please Check One) I am at least 18 years old. OR my parent/guardian has reviewed this waiver and consented to its terms.

Waiver & Release of all claims & assumption of risk

I recognize and acknowledge that there are certain risks of physical injury to participants in the FitELITE Freak 5k, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in these activities against FitELITE including its officials, agents, volunteers, sponsors, and employees (hereinafter collectively referred to as FitELITE). I do hereby fully release and forever discharge FitELITE from any and all claims for injuries, illnesses, damages, expenses, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the race, program or activities. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED, if the signature of an adult participant or parent/guardian and date are not signed at the time and place of the race. FitELITE is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. FitELITE continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge FitELITE from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/activities.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Name (Printed)

Name (Signed)

Date

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I, the parent or guardian of the above named participant, hereby give my approval to this child's participation in the race and its activities. I assume all risks and hazards incidental to such participation in FitELITE Freak 5k, and I hereby waive, release, absolve, indemnify, and agree to hold harmless FitELITE, its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors and other persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kinds, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child(ren)'s participation in this event. I consent to the foregoing and grant permission for him/her to participate in FitELITE Freak 5k. I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

Child Name (Printed)

Parent or Guardian Signature

Date