

Race Day Registration Form

First Name: _____

Last Name: _____

Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Birthdate (Month, Day, Year) _____

Gender (circle one): Male Female Age on Event Day: _____

T-shirt Size (circle one): Youth Small Youth Medium Youth Large
Adult Small Adult Medium Adult Large Adult XL Adult XXL

Complete and Sign the Waiver on the backside

**Color In Motion 5K
Participant and Volunteer Waiver - 20161104**

YOU MUST AGREE THAT YOU ARE COMPLETING YOUR OWN APPLICATION OR YOU HAVE PERMISSION TO ACT ON BEHALF OF THE PARTICIPANT. ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL) ALL PARTICIPANTS MUST READ AND AGREE TO THE WAIVER THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL). I acknowledge that the sport of running is a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. IN CONSIDERATION OF YOUR ACCEPTING MY ENTRY, I FOR MYSELF AND ANYONE ENTITLED TO ACT ON MY BEHALF HEREBY ASSUME THE RISKS OF PARTICIPATING IN COLOR IN MOTION 5K ("The Event"). I certify that I am physically fit, have sufficiently trained for participation in this event(s), and have not been advised against participation by a qualified health professional. I acknowledge that statements on this AWRL are being accepted by The Event in consideration for allowing participation The Event and are being relied upon by The Event, the Host City, various race sponsors, organizers and administrators in permitting participation in The Event. In consideration for allowing participation in The Event, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE that prior to participating in The Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe any are unsafe I will immediately advise the person supervising The Event; (b) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or from The Event the following persons or entities: Color In Motion 5K, FundRacer LLC, its race directors, officers, heirs, administrators, representatives, and executors, firms, corporations, business, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to me (or the participant for whom I act on behalf of) and for any and all claims, causes of action, obligations, lawsuits, charges complaints, contracts, controversies, covenants, agreements, promises, damages, unknown, arising out of or connected with participation in The Event. EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY; (d) I ACKNOWLEDGE THAT THERE MAY BE TRAFFIC OR PERSONS ON THE COURSE ROUTE, AND I ASSUME THE RISK OF RUNNING, AND PARTICIPATING IN ANY OTHER EVENT PRODUCED BY FUNDRACER LLC. Under these circumstances, I also ASSUME ANY AND ALL OTHER RISKS associated with participating in The Event, including but not limited to falls, contact and/or effects with other participants, any health impacts from climbing in, on or around inflatable equipment, effects of weather including heat, cold, rain, humidity, or any other acts of God. Defective equipment, the condition of the roads, water hazards, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me; I also acknowledge that certain weather conditions make it impossible or unsafe for The Event to take place; and I further acknowledge that these risks include risks that may be the result of the negligence of persons or entities mentioned above in subparagraph (b) or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above in subparagraph (b) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in subparagraph (b) from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorney's fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; (iii) the conditions of the facilities, equipment or areas where the event or activity is being conducted; (iv) any other harm caused by me; or (v) any other harm caused by an occurrence related to The Event. I FURTHER GRANT PERMISSION for the use of my name and/or likeness (to include the use of photographs, motion picture, video or sound recordings, or any other record relating to participation in The Event) to all of the foregoing for any legitimate purpose, and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness. I HERE AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, OR I HAVE PERMISSION TO ACT ON BEHALF OF THE PARTICIPANT. I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS. IMPORTANT: NO CASH OR CREDIT CARD REFUNDS: A TRANSFER TO ANOTHER RUNNER FOR THE SAME PAID RACE WILL BE ISSUED IF NOTIFIED IN WRITING NO LESS THAN 30 CALENDAR DAYS PRIOR TO EVENT. CREDITS WILL BE CONSIDERED FOR MEDICAL REASONS WITH DOCTOR'S LETTER. PHOTO IDENTIFICATION OR EVENT TICKET MUST BE SHOWN AT REGISTRATION/PACKET PICKUP UNLESS PERMISSION IS GRANTED FOR ANOTHER INDIVIDUAL TO PICK UP THE RACE PACKET.

Participant printed name: _____ Date: _____
Participant Signature: _____ (Parent or Legal Guardian must sign below if participant is a minor)

**FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN MUST READ THE ABOVE
AWRL AND COMPLETE AND SIGN BELOW**

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree for myself, the minor and our executors, administrators, my heirs, assigns, and next of kin to the terms of the foregoing AWRL. Additionally, I hereby authorize a medical provider to treat the minor named above should the need arise for medical treatment as a result of their participation in The Event. I authorize such Medical Provider to perform all procedures as deemed medically advisable. I assume, on behalf of myself and the minor named above, the associated risks of medical complications and unforeseen consequences that may result from medical treatment.

Parent/Guardian printed name: _____ Date: _____
Parent/Guardian Signature: _____
Relationship to Minor: _____