

Liability Waiver for Race Participation

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE PROJECT CONCERN OF CUDAHY/ST.FRANCIS, the SCHOOL DISTRICT OF CUDAHY (WI), the CITY OF CUDAHY, and OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT 2023 WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

In consideration of Project Concern of Cudahy/St. Francis (WI) and the Cudahy (WI) School District allowing me to participate in this event, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement ("Agreement")

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the "One More Time Around" fund raising event ("Event"); and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental rigors associated with this event and realize that the activities in this event are inherently dangerous and represent a test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill level; situations beyond the immediate control of the Event organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks").

I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expense which I incur as a result of my participation in the Event.

3. I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Project Concern of Cudahy/St. Francis, Cudahy (WI) School District, City of Cudahy (WI), Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), causes(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability causes in whole or in part by the negligence of the Released Parties.

5. I give Project Concern of Cudahy/St.Francis and their assignees, licensees, and legal representatives the irrevocable right to use my picture, portrait, photograph, or video in all forms, media, and manners, without restriction as to the changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. I waive the right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known or unknown to me.

6. I understand/ agree to abide by any decision of a race official, organizer, and/or director relative to my ability to safely complete the Event.

I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such claim. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the right of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Name: _____ Date: _____

I confirm I have read the liability waiver and agree to the terms regarding my participation in the "One More Time Around" fund raising event for Project Concern of Cudahy/St.Francis on June 24, 2023

(If under 18, parent or legal guardian must also sign)

As parent(s) or legal guardians of the participant above, I acknowledge that I am aware of the participation of our son/daughter in the "One More Time Around" fund raising event for Project Concern of Cudahy/St. Francis. I further acknowledge and accept the terms and the Liability Waiver and Indemnity Agreement.

Name of parent or legal guardian: _____ Date: _____