

City of Punta Gorda / Punta Gorda Chamber of Commerce Punta Gorda Pub Runs PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Terms & Conditions

PLEASE CAREFULLY READ AND SIGN THIS WAIVER In order to participate in this run/event/clinic, the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run has asked me to sign this participant agreement, release and assumption of risk document. By signing this agreement – and in fact prior to ever signing this agreement – I am acknowledging that I understand that I am voluntarily assuming all risks associated with my participation.

I acknowledge that my participation involves physical activity and that I am physically fit to participate.

I understand that there are no crossing guards stationed at intersections and that the roads are not closed to traffic. I also acknowledge that there are no aid stations and in fact, there are no safety features at all. I agree to run with reflective gear and/or safety lighting in low light conditions. I understand that my safety while participating in this run/event/clinic is my responsibility.

Furthermore, I understand that my ability to participate in the event and/or group run is subject to my agreement to the terms and conditions of this waiver.

(1) I acknowledge that my participation in the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run organized runs/events/clinics entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: injury; death; near-death; being trampled, struck, and pushed by others; being struck by an automobile or other object causing injury, death or near-death; discovery of some unknown medical problem during or after the run/event/clinic which causes injury, death or near-death; Injury, death or near-death caused by the negligence of some other participant or passerby; being attacked or injured by animals domestic/wild ie. alligators / dogs; running into a fixed object causing injury, death or near-death; drowning. I understand that I could become exhausted and disoriented causing injury, death or near-death; I understand that someone else could become exhausted or disoriented causing injury, death or near-death to myself. I further understand that these risks include all risks associated with weather conditions such as heavy rain, flooding, wind, lightning, sun, humidity, and darkness. Fog could roll in and disorient myself or others. Running in the dark could disorient myself or others. Extremes in air temperature could potentially cause hypothermia or hyperthermia with disorientation, injury, death or near-death. Drinking alcohol prior, during, and/or after the pub run could disorient myself or others, causing injury, death or near-death.

(2) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

(3) I, for myself, and anyone acting on my behalf, as a participant/entrant hereby voluntarily release, forever discharge, indemnify and hold harmless the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, the staff and volunteers of the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, the organizers of the group runs, and related entities and associations or groups, clubs, companies, participants/entrants, and all of their respective agents and all associated therewith, from and against any and all actions, claims, losses, expenses or damages for personal injury or bodily injury or death and

for loss or damage to my person or any property whatsoever in any manner arising whether as a result of negligent acts or omissions or willful misconduct or otherwise.

(4) Should the the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

(5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

(6) In the event that I or anyone on my behalf or my estate files lawsuit against the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, staff and/or volunteers of the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, the organizers of the group runs, and related entities and associations or groups, clubs, companies, participants/entrants, and all of their respective agents and all associated therewith, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against any City of Punta Gorda / The Punta Gorda Chamber of Commerce, the staff and volunteers of the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, the organizers of the group runs, and related entities and associations or groups, clubs, companies, participants/entrants, and all of their respective agents and all associated therewith on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I acknowledge that when I have signed this form once, it will apply to every time I wish to participate in a run, walk, event, clinic or other program or activity organized by the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of the below printed Minor(s) name(s) being permitted by the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run to participate in any run/event/clinic, I further agree to indemnify and hold harmless the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, the staff and volunteers of the City of Punta Gorda / Punta Gorda Chamber of Commerce and the Punta Gorda Pub Run, the organizers of the group runs, and related entities and associations or groups, clubs, companies, participants/entrants, and all of their respective agents and all associated therewith from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

MINOR(S) NAME: _____

RELATIONSHIP TO PARTICIPATING MINOR(S): _____

EMAIL: _____