

The Color Blast 2018 Waiver

EVERYONE MUST READ AND SIGN THIS WAIVER, SO PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY.

I acknowledge that The Color Blast 5k is a test of a persons physical and mental limits and it carries with it potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THE COLOR BLAST. I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified health professional.

I hereby take the following actions 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 to abide by the competitive rules adopted by THE COLOR BLAST (b) I AGREE that prior to participating in an event, I will inspect the racecourse, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area; (c) WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL CLAIMS, LOSSES, OR LIABILITIES FOR DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGES OF ANY KIND, INCLUDING ECONOMIC LOSSES AND LOSS AND/OR STOLEN ITEMS, WHICH ARISE OUT OF OR RELATE TO MY PARTICIPATION IN, OR MY TRAVELING TO AND FROM THE EVENT, THE FOLLOWING PERSONS OR ENTITIES: The Color Blast and its sponsors, Many Hands for Haiti, The Mango Tree, race directors, employees, event owners, volunteers, all states, cities, counties, or localities in which events or segments of events are held, and the officers, directors, employees, representatives, volunteers, and agents of any of the above 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 of any other person or entity; (d) I ACKNOWLEDGE that there will be traffic on the course route, and I ASSUME THE RISKS OF RUNNING AND PARTICIPATING IN THIS EVENT. I ALSO ASSUME ANY AND ALL OTHER RISKS associated with participating in this event including but not limited to falls, contact and/or crashes with other participants, effects of weather including heat and/or humidity, defective equipment, the condition of the roads and railroad crossings, water hazards, any complications from the colored powder on clothing and person, and any hazard that may be posed by spectators of volunteers all such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of the persons or entities mentioned above in paragraph ( c ) or other persons or entities; (e) I AGREE NOT TO SUE ANY OF THE PERSONS OR ENTITIES MENTIONED ABOVE IN PARAGRAPH ( c ) for any of the claims, losses, or liabilities that I have waived, released or discharged herein; (f) I INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED IN PARAGRAPH ( c ) for any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event is being conducted; (iv) the competitive rules; or (v) any other harm caused by an occurrence related to The Color Blast event; and (g) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in THE COLOR BLAST event, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness; (h) I UNDERSTAND and accept that my entry fee is non-refundable under any circumstance; and (g) I UNDERSTAND and accept that The Color Blast is a FOR-PROFIT event. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN MUST SIGN THE ABOVE AWRL AND COMPLETE THE FOLLOWING SECTION.

The undersigned \_\_\_\_\_ (parent/guardian) the parent and natural or legal guardian of \_\_\_\_\_ (minors name) hereby acknowledges that he or she has executed the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such a minor, I hereby bind myself, the minor and our executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I agree to

indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any claims made of liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on the behalf of the minor in the execution of the foregoing AWRL or in the execution of this Consent.

I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility (Medical Provider) to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to The Color Blast event. I authorize such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume and such risk for and on behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any medical treatment. NOTE: PARENT/GUARDIAN MUST ALSO SIGN AWRL ABOVE.

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Printed Name of Parent/Guardian

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Signature of Parent/Guardian

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Relationship to Minor Date