

## **RACE LIABILITY WAIVER FOR THE** *Santa Scamper*

By participating in this race event and signing below, I understand, agree, warrant and covenant as follows:

1. **Authority to Register and/or to Act as Agent.** I represent and warrant to **Run Away Events** ("Mercury's Flight LLC") that I have full legal authority and right to complete this event registration on behalf of myself and/or any party that I am registering for this event (the "Registered Parties"), including the full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Waiver, "Mercury's Flight LLC" refers to Run Away Events and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Run Away Events singly or together and its officers, employees, contractors, subcontractors and agents.

I represent that if I am registering a child under the age of 18 or an incapacitated adult, I represent and warrant that (1) I am the parent or assigned legal guardian of such party; (2) I have the legal authority to enter into this agreement on their behalf; and (3) by proceeding with this event registration, I agree that the terms of this Agreement and Waiver shall apply equally to all parties that I registered/the Registered Parties. By registering a child under 13, I agree and consent to the collection of that child's information which I am providing for the purposes of registration for participation in this event.

2. **Applicable Rules for the Race:**

- I acknowledge that this is a timed event and there will be no awards for places and or age groups.
- I acknowledge and agree that I will follow all other additional rules that are either: (1) posted or given to me prior to the event at the time of sign-up and/or at the time of registering or signing in for the race; (2) announced by the race organizers on the day of the event; or (3) any rules told to me by any race officials, safety officers, or anyone else officially helping to administer the race.
- I acknowledge there are no re-runs or refunds for this event if weather or any other act of God does not allow for the event to go on.

3. **Liability Waiver:** By participating in the race event and signing this Waiver, I hereby acknowledge and agree that running a race and participating in any type of race, race, or event is a hazardous activity. I should not enter and run unless I am medically able, properly conditioned, and properly trained for the event. I also acknowledge that if this is a road race, I know and acknowledge that traffic is likely to be on and/or immediately adjacent to the course, and as such, I assume all of the necessary risks of running in and around traffic. By participating in the race event and signing this Waiver, I am specifically assuming any and all risks associated with participating in this event, including but not limited to, all falls, contact with other participants, the effects and stresses of the race and of the weather, all conditions of the walkways and roads, any and all medical conditions related to heat/cold or hydration, and to all such other risks inherent in participating in an athletic event of this kind and nature. Furthermore, I agree to follow all instructions of the event, yield to any and all emergency vehicles and emergency personnel during the course of the event, and not to obstruct the course, progress and enjoyment of others, and not to go back onto the course after finishing the race. Knowing these facts, and in consideration of your accepting my entry, I hereby for myself, my heirs, executors, administrators or anyone else who might assert or attempt to assert any claim on my behalf, covenant not to sue,

and waive and release and discharge Run Away Shoes, Mercury's Flight, LLC, Santa Scamper, its owners, employees, and assigns, all race sponsors, race officials, and volunteers, in addition to all of their agents, employees, assigns or anyone acting for or on their behalf (the "Releasees") from any and all claims or liability for any personal injury, property damage, or death of any kind or nature whatsoever arising out of, or in the course of, my participating in, or the participation of the Registered Parties in this event. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

**I UNDERSTAND AND AGREE THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. I UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. I UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, I AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF MYSELF OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE THE RELEASEES FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY MYSELF OR ANY REGISTERED PARTY.**

4. **Indemnification.** In accordance with the above Liability Waiver, I specifically agree to indemnify, defend, and hold all of the Releasees harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to my participation in the event and/or for any lawsuits or claims brought by any third parties in contradiction of or related to the Liability Waiver above.
5. **Photo Release.** By signing below, I acknowledge and agree that during participation of the event a photograph, motion picture, or recording may be taken or made of me by race organizers, facilitators, and sponsors of the event, and that I hereby fully consent and agree to and grant full permission to such race organizers, facilitators, and sponsors of the event to use such photographs, motions pictures, and recordings of me, as well as any other record of this event, for any purpose.
6. **Applicable Law and Consent to Jurisdiction.** By completing this event registration, I agree that the statutes and laws of the State of Wisconsin, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event, Agreement and Waiver, and event registration. I agree that exclusive jurisdiction for any dispute with the Releasees resides in the courts of the State of Wisconsin and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Wisconsin in connection with any dispute including any claim involving the Releasees, its or their affiliates, subsidiaries, employees, agents, contractors, officers, and volunteers.
7. **Severability.** I further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable,

then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

**BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT AND WAIVER, I AM AFFIRMING THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL AND SIGNIFICANT RIGHTS, INCLUDING THE RIGHT TO SUE.**

**I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AM NOT REQUIRED TO PARTICIPATE IN THIS EVENT, AM DOING SO VOLUNTARILY, AND THAT BY SIGNING THIS AGREEMENT I AM GRANTING A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY WISCONSIN AND ITS LAW.**

**PARTICIPANT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_