

Clarkston State Bank Back Roads Half Marathon, 10K& 5K
High Five Races, LLC

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

I acknowledge that this athletic event is an extreme test of a persons physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athlete, lack of hydration, equipment, vehicular traffic, and actions of other people, including but not limited to, participants, volunteers, spectators, and event officials. I hereby assume all risks of participation in this event. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event director, partners and event sponsors, and that it will govern my actions and responsibilities at said event(s).

I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment, property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified medical personnel. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) waive, release, and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my travelling to and from this event. The following entities or persons; endurance event directors association (EEDA), High Five Races, its Staff, Volunteers, Partners, Sponsors, and all municipal agencies whose property and/or personnel are used, and others sponsoring and co-sponsoring company(s), agency(s), or individual(s). (B) Indemnify and hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of releases or otherwise. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, sponsors, and/or assigns. I ALSO UNDERSTAND THAT THE ENTRY FEE IS NON-REFUNDABLE AND ONLY TRANSFERABLE UNTIL NOV 1ST. If my check or credit card payment for this event does not go through and High Five Races, LLC or other organization is charged a fee from the bank, than I am responsible for the event fee I attempted to pay and a \$25 charge. I have read and understand the rules for this event and I hereby acknowledge and abide by these rules. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. I have read the pre-race information and this AWRL, and certify my compliance by my signature below. PARENT GUARDIAN WAIVER FOR MINORS (LESS THAN 18 YRS OLD) The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all parties referred to above from any and all liability, loss, claim or damage whatsoever made as a result of participation in this event. I further certify that the athlete is in good physical condition, and that event officials have my permission to authorize emergency medical treatment, if necessary. I certify that the information provided on the race entry form is true and complete. I have read the pre-race information and this AWRL, and certify compliance by my signature below.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PHOTO RELEASE

I hereby grant High Five Races permission to use my likeness in a photograph or video in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of High Five Races.

I hereby irrevocably authorize High Five Races to edit, alter, copy, exhibit, publish or distribute this photo or video for purposes of publicizing High Five Races' programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge High Five Races from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

By signing below, I agree to the above waiver

Signature: _____

Date: _____

If under 18 years of age, signature of parent or guardian:
