



# Donuts and Dogs 5K Fun Run

*Saturday, June 3, 2023 • Southwind Park, Springfield, IL*

I understand that participation in APL's Donuts and Dogs 5K Fun Run ("Event") is an athletic event and is not without risk to me, my minor child(ren), or others who may attend or participate, my pet(s), or pets belonging to other participants or attendees. Such risks may include personal injury, disability (whether temporary or permanent), and death and/or property damage. I certify that I am fully aware of such risks and I, my minor child(ren), and pet(s) have no conditions which medically or otherwise disqualify any of us from attending or participating. If I become aware of any issue or concern, whether for myself or my child or children, or pet, I will immediately discontinue further participation of the affected person or pet, and seek assistance.

I agree to keep pet(s) accompanying me on a leash at all times and to obey all directions of APL staff or volunteers. I agree to comply with the rules of the Springfield Park District at all times during the Event. I agree to abide by any decision of APL staff or volunteers relating to pet(s), me, members of my family, my guest(s), and my minor child(ren) at the Event without limitation or reservation.

I agree to supervise and be solely responsible for any minor child(ren) of mine or who accompany me to or participate in this Event while attending or participating in the Event.

I also affirm that any pet(s) accompanying me is at least 4 months old, is current on all immunizations including rabies, and is not ill or in heat to the best of my knowledge. I agree to supervise and be solely responsible for my pet(s) accompanying me while attending or participating in the Event.

In case of accident, injury or loss, I hereby waive any and all claims, demands, causes of action of any kind and nature and fully release and covenant not to sue Animal Protective League of Springfield and Sangamon County (aka Animal Protective League or APL), its employees, directors, staff and volunteers from any liability of any kind or nature, whether for personal injury, death or property damage, whether to myself, to my child(ren), my pet(s), or to others. I, on behalf of myself, my minor child(ren), and our respective heirs, devisees, executors, administrators, assigns, and the like, expressly assume the risk of such damage or injury while attending or participating in the Event.

In addition, I also agree to indemnify, defend and hold harmless Animal Protective League of Springfield and Sangamon County (aka Animal Protective League or APL), The Springfield Park District, their respective employees, directors, staff and volunteers and their agents and insurers from any and all claims, demands, causes of action of any kind or nature, whether for personal injury, death or property damage, occurring or resulting from the acts or omissions of the undersigned, of my minor child(ren) or my pet(s) attending or participating in the Event. I further agree that if I, my minor child(ren), anyone on my behalf, or anyone on behalf of my minor child(ren), makes a claim, demand or files a cause of action against the Animal Protective League of Springfield and Sangamon County (aka Animal Protective League or APL), its employees, directors, staff or volunteers arising from or related in any way to the Event, I will indemnify, save and hold harmless the Animal Protective League of Springfield and Sangamon County (aka Animal

Protective League or APL), its employees, directors, staff and volunteers from any litigation expenses, attorney fees, losses, liabilities, damages or costs which any of them may incur as the result of such claim, demand, or cause of action. This indemnification extends to any and all damages, claims, costs, expenses, including attorney's fees incurred in enforcing this release and indemnification.

I acknowledge that there will be no medical professionals on site or available during the event other than calling emergency personnel.

Finally, I acknowledge that photographs will be taken at this event which may include my image and/or any images of my minor child(ren), and/or my pet(s) and hereby consent to their use for promotional purposes of the organizations including, but not limited to social media, press releases, and website. I understand and consent that such images may be published in APL publications, on APL's social media pages, or in paid advertisements or promotional displays. I further understand I will receive no compensation for the use of any such image(s).

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Name (please print) \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Names and ages of any minor children attending and/or participating in the event with you:

\_\_\_\_\_  
\_\_\_\_\_

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Name, breed and age of any pet accompanying you:

\_\_\_\_\_  
\_\_\_\_\_

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Witness signature