

TOWN OF AWENDAW, SOUTH CAROLINA
2026 5K FUN RUN & WALK

PARTICIPANT REGISTRATION, ASSUMPTION OF RISK, WAIVER & RELEASE

DATE: Saturday, September 12, 2026	COMMUNITY EVENT 10:00 AM-2:00 PM	5K START: 6971 Doar Road	LOCATION 7900 Doar Road
EVENT SPONSOR: Town of Awendaw, South Carolina		COMMUNITY HEALTH PARTNER: St. James Health & Wellness	

Community Event admission is free. The registration fee applies only to the 5K Fun Run & Walk.

Complete one form per participant. A parent or legal guardian must sign for every participant under age 18. Registration is complete only after the Town receives the signed form and applicable fee.

1. PARTICIPANT REGISTRATION

PARTICIPANT FULL LEGAL NAME:		PREFERRED NAME (optional):	
STREET ADDRESS:		CITY, STATE, ZIP:	
PRIMARY PHONE:		EMAIL:	
AGE ON EVENT DATE:	DATE OF BIRTH:	ACTIVITY ☐ 5K Run ☐ 5K Walk	REGISTRATION CATEGORY ☐ Age 13+ / \$30 ☐ Age 12 or under / \$20
REGISTRATION DEADLINE Pre-Registration Due one week prior, Registration up to the event		REFUND / CANCELLATION POLICY No refunds	
EMERGENCY CONTACT NAME:		RELATIONSHIP:	EMERGENCY PHONE:
FOR A MINOR: RESPONSIBLE ADULT ATTENDING EVENT:		RESPONSIBLE ADULT PHONE:	RELATIONSHIP TO MINOR:

2. PAYMENT (FOR TOWN USE)

PAYMENT METHOD ☐ Cash ☐ Check	AMOUNT \$ _____	DATE RECEIVED _____	RECEIPT / CONFIRMATION # _____	BIB # _____
APPROVED PAYEE			STAFF REVIEW: ☐ Form complete ☐ Signature complete ☐ Fee complete	

Do not write a credit/debit card number, bank-account number, or Social Security number on this form.

3. PARTICIPANT AGREEMENT - READ CAREFULLY

IMPORTANT LEGAL NOTICE: THIS AGREEMENT AFFECTS LEGAL RIGHTS. An adult participant - and a parent or legal guardian to the fullest extent permitted by law - assumes risks and releases the Town Released Parties from claims, including claims caused by their ordinary negligence. This agreement does not release gross negligence, recklessness, willful or wanton misconduct, intentional misconduct, professional medical malpractice, or liability that cannot lawfully be waived.

A. Definitions: “Event” means the 2026 Town of Awendaw 5K Fun Run & Walk and related community-event activities, including registration, warm-up, running or walking the course, parking, ingress and egress, and presence in event areas. “Town Released Parties” means the Town of Awendaw and its elected and appointed officials, officers, employees, agents, and volunteers acting in connection with the Event.

INITIALS _____	B. Voluntary participation, fitness, and rules: I voluntarily choose to participate. I believe I am physically able to participate safely, or I have made my own decision after consulting a qualified healthcare professional if appropriate. I will stop and seek assistance if I experience concerning symptoms. I will follow all route, traffic, safety, weather, and staff instructions; use reasonable care; and not participate while impaired by alcohol, drugs, illness, or another condition that makes participation unsafe. The Town does not provide medical diagnosis, medical clearance, or fitness advice.
INITIALS _____	C. Event and course conditions: The Event may use public roads, shoulders, sidewalks, paths, parks, parking areas, and other property that may be open to vehicles, bicycles, pedestrians, animals, and changing conditions. The Town may delay, modify, shorten, reroute, suspend, or cancel the Event because of weather, public safety, emergency, or operational conditions. I will inspect conditions visible to me, remain alert, and avoid conduct that creates a danger to myself or others. Third-party attractions or vendors may require separate rules or waivers.
INITIALS _____	D. Knowing assumption of risk: I understand that running, walking, outdoor recreation, and attendance at a public community event involve inherent and other risks, including strenuous exertion; falls; slips; collisions; crowd movement; traffic; road crossings; uneven, wet, loose, obstructed, or defective surfaces; weather, heat, humidity, lightning, dehydration, insects, animals, noise, and reduced visibility; acts or omissions of participants, spectators, drivers, vendors, property owners, or other third parties; equipment failure; food allergens; communicable illness; delayed rescue or emergency response; and negligent course setup, inspection, maintenance, supervision, warning, first aid, or traffic control. These risks can cause illness, property loss, serious bodily injury, permanent disability, paralysis, or death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, known and unknown, including risks arising in whole or in part from the ordinary negligence of a Town Released Party, to the fullest extent permitted by law.
INITIALS _____	E. Release, waiver, and covenant not to sue: In consideration for permission to participate in or attend the Event, I, for myself and for my heirs, estate, personal representatives, successors, and assigns, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Town Released Parties for any claim, demand, cause of action, damage, cost, or liability arising from or related to the Event, including bodily injury, illness, death, property loss, or economic loss, whether known or unknown, and INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A TOWN RELEASED PARTY. This release includes ordinary negligence claims concerning course or premises condition, setup, inspection, maintenance, supervision, traffic control, warnings, rescue, first aid, or emergency response. It does not apply to gross negligence, recklessness, willful or wanton misconduct, intentional misconduct, professional medical malpractice, or any right or liability that cannot legally be waived.

INITIALS _____	F. Medical authorization and expenses: I authorize Town personnel or volunteers to provide basic first aid and to request emergency medical services when they reasonably believe assistance is needed. I authorize emergency medical professionals to evaluate, treat, and transport me - or the minor participant - when delay may endanger health or safety. The Town does not promise that medical personnel or equipment will be immediately available and makes no warranty about medical care. I accept responsibility for medical and transportation charges. Optional health screenings are separate from this authorization and may require the provider's separate consent and privacy documents.
INITIALS _____	G. Participant-caused claims and property damage: To the fullest extent permitted by law, I will indemnify and hold harmless the Town Released Parties from third-party claims, losses, and reasonable defense costs caused by my negligent or intentional conduct, my violation of Event rules, or my breach of this Agreement. This clause does not require me to indemnify a Town Released Party for that party's sole ordinary negligence. I am responsible for property damage I cause through negligent, reckless, or intentional conduct.
INITIALS _____	H. Preservation of governmental protections: Nothing in this Agreement creates or enlarges a duty or liability of the Town; waives any immunity, exemption, defense, limitation of liability, damages cap, notice requirement, procedural protection, or other protection available to the Town or its personnel under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-10 et seq., or other law; or constitutes consent to suit except as provided by law. These reserved protections include, without limitation, the damages caps in S.C. Code Ann. § 15-78-120, the prohibition on punitive damages and prejudgment interest in § 15-78-120, the verified claim and claim handling procedures in § 15-78-80, and the statute of limitations in § 15-78-110. All governmental protections are expressly reserved, and this Agreement provides additional protection to the extent enforceable.

4. PRIVACY, MEDIA, LEGAL TERMS, AND SIGNATURES

I. Public records and privacy notice: The Town is a South Carolina public body. This form and related records may be public records and may be disclosed unless an exemption or other law permits or requires withholding or redaction. Do not provide Social Security numbers, financial account numbers, or unnecessary medical details. The Town may share registration and emergency information with personnel, contractors, volunteers, insurers, emergency responders, or event partners as reasonably needed to administer the Event, respond to an emergency, or comply with law.

OPTIONAL MEDIA AUTHORIZATION - SELECT ONE: ☐ YES ☐ NO

If YES, I authorize the Town to photograph, record, and use the participant's image, voice, first name, and last initial in noncommercial municipal communications, news coverage, and promotion of this or similar public events, without compensation. This does not authorize a commercial endorsement or sale of the participant's likeness. A NO selection will be honored for posed or individually identified Town uses where reasonably practicable; incidental appearance in crowd or public-event images may still occur.

J. South Carolina law, severability, and entire agreement: South Carolina law governs this Agreement, without regard to conflict of laws principles. Any suit, claim, or proceeding arising out of or relating to the Event or this Agreement must be brought exclusively in a state court of competent jurisdiction sitting in Charleston County, South Carolina, and I consent to the personal jurisdiction and venue of that court. If a provision is held invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remaining provisions will continue in effect. In particular, if a court holds that a parent or legal guardian may not waive or release the prospective claims of a minor, that holding does not affect the enforceability of the adult participant's release, the parent or legal guardian's release of the parent or guardian's own claims, the assumption of risk, or the indemnification obligations in this Agreement, each of which remains in full force and effect. This Agreement is the entire agreement concerning the risks and releases addressed here and may be modified only in a writing approved by the Town. Event rules and safety instructions may supplement, but do not reduce, these terms.

ACKNOWLEDGMENT: I have read this entire form, understand it, have had an opportunity to ask questions, understand that I am giving up substantial legal rights, and sign freely and voluntarily without coercion. I understand that I may keep a copy.

ADULT PARTICIPANT SIGNATURE - COMPLETE IF PARTICIPANT IS AGE 18 OR OLDER

I am the participant, I am at least 18 years old, and I agree to Sections A through J.

PRINTED FULL NAME:**SIGNATURE:****DATE:****5. PARENT / LEGAL GUARDIAN CONSENT FOR A MINOR**

1. Authority and permission. I certify that I am the minor participant's parent or court-appointed legal guardian and have authority to consent. I give permission for the minor to participate and will ensure the minor understands and follows Event rules and safety directions.

2. Agreement in individual and representative capacities. I have read Sections A through J. I agree to them in my individual capacity and, to the fullest extent permitted by South Carolina law, on behalf of the minor. I expressly release my own independent or derivative claims arising from the minor's participation, including claims for expenses, loss of services, or other damages, subject to the exclusions stated in Section E.

3. Minor-related responsibility. I accept responsibility for the minor's medical and transportation expenses and agree to the participant-caused claims provision in Section G for claims caused by my or the minor's negligent or intentional conduct, rule violations, or breach of this Agreement. I will identify a responsible adult who will be present and reachable during the Event.

4. Indemnification for the minor's claims. Because the law governing a parent's or guardian's ability to waive a minor's own claims may be uncertain, then to the fullest extent permitted by law and in consideration for the minor's participation, I agree to defend, indemnify, and hold harmless the Town Released Parties from and against any claim, demand, cause of action, damage, cost, or liability, including reasonable defense costs, that is brought by, on behalf of, or through the minor participant, or by the minor upon reaching the age of majority, and that arises from or relates to the Event. This indemnity does not apply to gross negligence, recklessness, willful or wanton misconduct, intentional misconduct, professional medical malpractice, or any liability that cannot lawfully be waived, and it does not require me to indemnify a Town Released Party for that party's sole ordinary negligence.

Parent/guardian initials confirming Sections 1-4: _____

PARENT OR LEGAL GUARDIAN SIGNATURE - REQUIRED FOR EVERY PARTICIPANT UNDER AGE 18

By signing, I make the certifications and agreements in the minor-consent section and confirm the information on this form is accurate.

**PARENT/GUARDIAN PRINTED
NAME:****SIGNATURE:****DATE:****RELATIONSHIP TO MINOR:****PARENT/GUARDIAN PHONE:****PARENT/GUARDIAN EMAIL:**

Contact: Katharine Watkins, Town Administrator Return form to: Town Hall