



Run for Dana 2016 5K entry form

May 7, 2016 9:00 AM J.F. Gregory Park

(Only one applicant per form)

Last Name _____ First Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Date of Birth ____/____/____ Gender _____

T-Shirts for all registrants. Register before April 29th, 2016 to guarantee your size option. Those registering on race day will receive shirts on a first-come first-served basis. Available sizes are:

ADULT: S M L XL (Circle One)

Payment

_____ \$25 through May 5, 2016

_____ \$30.00 starting May 6th

Print Name _____ Date _____

Signature _____ Parent/Legal Guardian must sign if participant is under the age of 18

(SEE REVERSE FOR WAIVER)

Waiver Form

By indicating your acceptance, you understand, agree, warrant and covenant as follows: Run for Dana 5K REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. You represent and warrant to The City of Richmond Hill and the Richmond Hill Police Spouses Association [RHPSA]. ("Active") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Active refers to The Active Network, Inc. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Active singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITES 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. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE ENERGY OASIS FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties.

The City of Richmond Hill and RHPSA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

4. Indemnification. You agree to indemnify and hold each of The City of Richmond Hill and RHPSA 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 your use of Active or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: 120 Richard David Dr., Richmond Hill, GA 31324

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.

Signature

Date