

2019 RUN AROUND GULL LAKE

Presented by Kalamazoo Area Runners



November 2, 2019

December 7, 2019

**8:00 am at Kellogg Biological Station-Michigan State University
3700 E. Gull Lake Drive, Hickory Corners, MI**

(Check in and Late Registration 7:30 –8:00 am)

Cost: Free of Charge

Attention prospective members, new members and long time members: Join us for an annual Kalamazoo Area Runners/Battle Creek Road Runners tradition. The 11.5 mile run (those doing shorter distances can opt to do an out and back) will start at 8:00 am and follow the scenic course around Gull Lake.

Last Name _____ First Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

Email address _____ Current KAR member? (Y/N) _____

Emergency Contact _____ Emergency Contact Phone _____

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

For adults ages 18 and older

In consideration of the opportunity to participate in this Kalamazoo Area Runners (KAR) Event whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement): My participation in this Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following: I hereby release and hold harmless the following parties (collectively, Releasees): KAR, its Event sponsors, partners, facilities owners/lessees/lessors, members, officers, directors, employees, agents, volunteers, and contractors, the Event, directors, group leaders (if any), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Releasee. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Releasees, I will indemnify, defend and hold harmless each of the Releasees from any such Liabilities which may be incurred as the result of any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees. I further acknowledge and agree that that running in and volunteering for organized group runs, social events, and races with this club are potentially hazardous activities, which could cause injury or death. I will not participate in any club organized events,

group training runs or social events, unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform all activities associated with the club and am in good health, and I am properly trained. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate. I also authorize the Kalamazoo Area Runners utilize any photographs and/or video recordings of my participation in any Kalamazoo Area Runners Event, for any and all purposes.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Signature: _____

Date: _____

PARTICIPANT WAIVER AND RELEASE OF LIABILITY EVENT WAIVER FOR MINOR

For minors under age 18

PLEASE NOTE: Minors under age 18 MUST be accompanied at all times by a parent, guardian or other responsible adult with written permission from the parent or guardian.

For and in consideration of Kalamazoo Area Runners. ("KAR") allowing the minor identified below to participate in the KAR Event (the "Event" or "Events"); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Event.

2. I understand and acknowledge the risks and dangers associated with the Minor's participation in running Events is inherently dangerous and will represent an extreme test of the Minor's physical and mental limits.

3. I authorize the Kalamazoo Area Runners to utilize any photographs or video recordings of my participation in any Kalamazoo Area Runners Event, for any and all purposes.

4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: KAR., its Event, sponsors, partners, facilities owners/lessees, members, their officers, directors, employees, agents, volunteers, and contractors, the Event directors, group leaders (if any), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Minor's Name (Please Print): _____

Minor's Age: _____

Minor's Date of Birth: _____

Parent/Legal Guardian's Signature: _____

Date: _____

PLEASE BRING COMPLETED REGISTRATION FORM TO THE EVENT ON NOVEMBER 2 and/or DECEMBER 7, 2019 OR REGISTER ONLINE
AT www.kalamazooarearunners.org