

A Rush for the Brush 5k 2017

PARTICIPATION AGREEMENT

I, \_\_\_\_\_, intend to participate in A Rush for the Brush 5k race on April 1<sup>st</sup>, 2017 (the "Event" = A Rush for the Brush 5k). The Event includes, but is not limited to running on a predetermined path of 3.1 miles from start to finish, participating in a lower level cardio warm-up prior to the race and running miles to change smiles. I understand that my participation in the Event may lead to physical injury or death, or property damage or loss. My participation in the Event is completely voluntary, and I assume sole and full responsibility for my safety during the Event. In consideration of being permitted to participate in the Event, I agree as follows:

1. I will comply with all instructions and directions of Appalachian State University officials and staff, as well as event organizers or staffers, before, during, or after my participation in the event.
2. I understand the possible risks and dangers to me and my property associated with my participation in the event, and I undertake those risks voluntarily in reliance upon my own judgment and ability. I assume all risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to, my own conduct, the failure of anyone to enforce rules and regulations or inspect equipment or facilities, and the negligence of anyone else; and
3. I release and shall indemnify, defend and save harmless Appalachian State University, The University of North Carolina, the State of North Carolina and their respective officers, agents, and employees (hereinafter the "indemnified persons and entities") from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys' fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of any cause whatsoever, including but not limited to my own conduct, negligence or other misconduct on the part of indemnified persons and entities, or those injuries or property damage sustained by others as a result of my own negligence or intentional acts, during my participation in the event.

I certify that I am at least eighteen (18) years of age, medically and mentally sound, physically fit to engage in the event described above, and competent to enter into this agreement. Finally, I certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me. If the participant is under eighteen (18) years of age, this document must be signed on behalf of the participant by his or her parent or guardian.

I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE, AND I SIGN IT VOLUNTARILY.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE:**

\_\_\_\_\_  
Parent's/Guardian's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's/Guardian's Signature

\_\_\_\_\_  
Address

