# **Quilcene Oyster Race Half Marathon DUO Registration**



Complete pages *1-3*, enclose a check made out to *QBDFS*, and mail to: E. Bindschadler, 271 Gustavson Rd. Quilcene, WA 98376 **or** register online at www.QuilRaces.com

First Name_			Last Na	me					
Age on race	day	Date of I	Birth		_ Gende	r ( <i>circle</i>	one) Ma	ıle /	Female
Address									
City			Sta	te	Zip _			_	
Email					Phor	ne			
Emergency (	Contact Nam	ie		Emer. C	ontact Ph	ione			_
Event:	Duo Ha	lf Marathor	1						
Duo Team R	ole ( <i>circle o</i>	ne):							
	ner er - Jefferson er – Other ( <b>n</b>	•			•	•	ember		
Registration (see chart be		+ T-Shirt	\$	_ + Donatio	n \$				ole to <u><b>QBDFS</b></u>
T-shirt (see	details on p.	3) Circle si	ze/style if pı	urchasing. S	Sizes XS t	o XL \$1	5; 2X \$1	7; 3X	\$18
Ladies' X	S S M	L XL	2X 3X	<u>Unisex</u>	XS S	M	L XL	2X	3X
T-shirt o	orders must i	be <u>received</u>	by Aug 22!.	! Shirts av	ailable by	v <u>pre-ora</u>	<u>der</u> only.		

### **Registration Fees**

	Early Bird Mail-In	Regular Mail-in
	Must be received by 6/30	Must be received by 9/13
		(if not ordering t-shirt)
	Runner - \$55	Runner - \$60
Half	Rider – JeffCo Youth or	Rider – JeffCo Youth or
Marathon	Ainsley's Angels Member - \$0	Ainsley's Angels Member - \$0
	Rider – Other - \$10	Rider – Other - \$10

#### 2024 Half Marathon Waiver and Release

#### **Quilcene Historical Museum Waiver and Release:**

In consideration of being allowed to participate in the Quilcene Oyster Half Marathon, I assume all risks, including personal injury, death, or property damage, arising in any way out of participation in the aforementioned event and any and all related activities.

I agree for my heirs, executors, and administrators to not sue and to release, indemnify and hold harmless USATF, its members, clubs, associations, sport disciplines and divisions, Quilcene Brinnon Dollars for Scholars, Count Me In for Quilcene, Worthington Park, the Quilcene Historical Museum, Jefferson Healthcare, Washington State, the Washington State Department of Natural Resources, Jefferson County, Pacific Seafood, and Olympic Hood Canal Enterprises as well as their affiliated officers, directors, employees, volunteers, officials, sponsors, and any other party involved in the planning or staging of this event, from any and all liability, claims, demands and causes of actions of any nature whatsoever arising out of my participation in this event and related activities, whether it results from the negligence of any of the above or from any other cause.

- I understand that the entry fee is non-refundable.
- I verify that I am physically fit and have sufficiently trained for this event.
- I hereby grant full permission to any and all of the above parties to use my name, photograph, or any other record of this event for any legitimate purpose.
- My completion of this entry provides consent to the terms of this disclaimer. All participants must sign or have a legal guardian sign in order to participate.

#### Washington State Department of Natural Resources Waiver and Release:

I, THE UNDERSIGNED, ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE STATE OF WASHINGTON TO INCLUDE THE DEPARTMENT OF NATURAL RESOURCES, ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS ("RELEASEES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING.

In consideration of my being allowed to participate in the Quilcene Half Marathon event, I freely agree that:

Road running can be dangerous and pose a risk of injury or even death. I fully assume the risks associated with my participation in this event including but not limited to: hazards from improper technique, accidents or illness in remote locations without medical facilities, actions of other participants, equipment failure, inadequate safety measures, **THE RELEASEES' OWN NEGLIGENCE**, weather conditions, and the risk of any personal or bodily injury, disability or death.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees from any and all claims of any kind and character, including claims arising from the Releasees' own negligence, and from any and all damages directly or indirectly arising out of or incident to my participation in the Quilcene Half Marathon event or transit to and from the area. A "claim" as used in this contract means any financial loss, claim, suit, action, damage, cost, demand or expense, including but not limited to attorneys' fees, attributable to bodily injury, disability, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. Should I or my successors assert a claim in breach of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by each Releasee in its defense, unless the Releasee is finally adjudged liable on such claim for willful or wanton negligence. If any term or provision of this agreement is found to be invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

#### PARENT OR GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

The undersigned parent and natural guardian or legal guardian does hereby represent he/she is, in fact, acting is such capacity and agrees to save, hold harmless, and indemnify each and all of the Releasees referred to above from all liability, loss, cost claim or damage whatsoever which may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release such Releasees on behalf of the minor and the parents or legal guardian.

I UNDERSTAND and AGREE to the terms set forth above for my participation in the Quilcene Half Marathon.

#### **USATF Waiver and Release:**

For and in consideration of USA Track & Field, Inc. ("USA Track & Field" or "USATF") allowing me, the registrant, to participate in the USA Track & Field sanctioned event I am registering for herein (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, 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 at least eighteen (18) years of age (or this Agreement is also agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that ii is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
- 2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sports of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease (including communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers (as defined in Section 4 below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined in Section 4 below).
- 3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competition Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
- 4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: USATF, its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively,

the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and 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, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my 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 may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.

5. As a condition of my participation in the Event, I hereby grant USA Track & Field, the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting ii (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance 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.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

## My signature indicates my agreement to all three waivers above

Adult Entrant/Participant Signature	Date
OR	
Parent/Guardian Signature (if participant is a minor)	Date

#### **T-Shirt Information**

Commemorative race T-shirts are optional, and can be purchased only by pre-order. *T-shirt orders must* be <u>received</u> by 8/22/2024, so be sure to mail yours with enough lead time to reach us.

This is a Sport-Tek long-sleeved tech fabric (100% polyester) shirt with moisture wicking. The Unisex crew-neck shirt is Dark Orange and the Ladies' V-neck shirt is Hot Coral. Both have our multi-color design on the front and the year printed on the sleeve.

Style	Size	Price
Unisex	XS, S, M, L, or XL	\$15
	2X	\$17
	3X	\$18
Ladies'	XS, S, M, L, or XL	\$15
	2X	\$17
	3X	\$18

