



Lake Hollingsworth Park 7:30 a.m.

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex:   M   /   F   Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

T-Shirt Size:      S      M      L      XL

Entry Fee is \$35 (before 10/1) \$40 (10/1 to Race Day) **Event limited to first 300 entrants. Rain or Shine**  
**NO REFUNDS or TRANSFERS**

Entrants who are not able to participate for any reason may still pick up their packets on November 1st or 2nd.

CHECKS PAYABLE TO: Gallant Gait LLC      212 Kenwith Road      Lakeland, Florida 33803

For and in consideration of Gallant Gait LLC allowing me, the undersigned, to participate in the YELLOW BRICK ROAD 9K, 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 older; (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 it 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 and during Event hours.

2. I understand that participation involves risks and dangers which include, without limitation, the potential for bodily injury or even loss of life; exposure to extreme conditions and circumstances; contact with other participants, spectators, vehicles, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; 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, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, 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 Gallant Gait Event.

3. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Gallant Gait LLC, Event Organizers, Event Directors and Promoters, Sponsors, Advertisers, Lakeland Parks and Recreation, City of Lakeland, Coaches and Officials; Venue and Property Owners upon which the Event takes place; 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 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 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 any may be incurred as the result of such claim.

4. I hereby grant permission for Gallant Gait to use any photos in which I may or may not appear in any and all marketing and advertising promotion efforts of future events.

I hereby warrant that I 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 signing it (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 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.

Signature (Parent or guardian signature is mandatory if participant is under 18)

Date