



**Children's Service  
Society of Utah**

Kinship Care • Adoption • Childcare Support

## **TERMS AND CONDITIONS**

Calling All Heroes 5k Fun Run  
Presented by Children's Service Society of Utah  
Saturday, June 22, 2019 | 8:30am  
Wheeler Farm | 6351 S. 900 E. | SLC, Utah

Calling All Heroes 5k Fun Run waiver, assumption of risk, release of liability, and indemnity agreement.

**WARNING:** Read carefully. This agreement includes a release of liability and waiver of legal rights and prohibits you of the right to sue Children's Service Society of Utah and other parties. Do not accept this agreement unless you have read it in its entirety. Seek legal counsel if you are unsure of its effect.

**IN CONSIDERATION** for Children's Service Society of Utah and its subsidiaries, affiliates, employees, representatives, and agents (CSS) allowing my participation in the Calling All Heroes 5k Fun Run (the race event); I, the participant, and on behalf of my spouse, heirs, next of kin, any legal and personal representatives, 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):

**PARTICIPANT REPRESENTATIONS:** I hereby represent that (i) I am in good health and physically fit to participate in the Event; and (ii) have not been advised against participating in the Event by a qualified health professional. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

**ASSUMPTION OF RISK:** I understand and acknowledge that there are dangers, hazards, and risks of injury or damages, some of which are inherent, in my use of, presence at, or participation in the Event. I understand that these dangers, hazards, and risks, arising from my use of, presence at, or participation in the Event, whether running, bicycling, skating, swimming or other portions of the Event, include but are not limited to: the potential for serious bodily injury, permanent disability, paralysis and/or death, drowning, loss of or damage of property, exposure to extreme conditions and circumstances, accidents, illness, contact or collision with other participants, spectators, pedestrians, vehicles, or other natural or man-made objects, dangers arising from adverse weather, imperfect course conditions, water, road and surface hazards, equipment failure, inadequate safety measures, participants of varying skills levels, and other accidents or incidents that may result in injury or damage (Risk). 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 acts, inaction or ordinary negligence of the Released Parties defined below, and I hereby voluntarily and willingly assume all such Risks and any other damages, liabilities, losses or expenses to my person or personal property which I incur as a result of my participation in the Event.

RELEASE OF LIABILITY: I hereby release, Waive and Covenant Not to Sue: CSS, all Event sponsors, and all venues and property owners upon which the events take 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 attorney fees) of any kind or nature (Liability) from my use of, presence at or participation in the Event, which may arise out of, result from or relate to the ordinary negligence of the Released Parties.

INDEMNIFICATION: 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 Liability which may be incurred as the result of such claim.

RELEASE FOR PERSONAL LIKENESS: I understand that CSS, and/or those authorized by CSS will be (i) taking photographs (ii) making audio recordings and (iii) video recordings of the Event and its related events. I hereby irrevocably consent to and grant CSS, and/or anyone authorized by CSS, the exclusive right to the ownership and use of any and all (i) photographs, (ii) audio recordings and or (iii) video recordings containing my image or likeness, for any lawful purpose whatsoever in connection with CSS and its related events.

ADDITIONAL TERMS: I understand the Event course, distance, location, and time-line can be changed at the discretion of the Event Organizers. All distances are approximate by GPS measurements. The Event can be altered, postponed or canceled for any reason including but not limited to: inclement weather, natural disturbances, police activity, acts/threats of terrorism, or other reasons beyond the Event Organizers reasonable control. If the Event is canceled or altered as described above, no refunds, credits or transfers will be issued, granted, or permitted.

I understand that the Event Organizers do not encourage the use of personal music players and if I choose to use one, I will do so at my own risk and in such a way that I will meet the following requirements: (i) I will be able to hear traffic, (ii) I will be aware of the sounds around me, and (iii) I will be able to hear instructions from volunteers, law enforcement or other Event Organizers when speaking at a reasonable tone (not yelling).

PARTICIPANT WARRANTS: I have read this Agreement carefully, understand its terms and conditions, understand that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, heirs and next of kin, and any legal and personal representatives, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, 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. The 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 effect the validity and enforceability of any remaining provisions.

Signed \_\_\_\_\_

(By Accepting the Terms and Conditions, electronic "signature" is captured)