

Shannon McNamara Memorial Scholarship 4K

Waiver & Release of all claims & assumption of risk

In consideration of my acceptance for participation in Shannon McNamara Memorial Scholarship 4K ("Event") as a participant, volunteer or otherwise, I do, for myself, my heirs, executors, administrators, legal representative, assignees, and successors in interest hereby and forever waive, release, discharge, hold harmless, promise not to sue and promise to indemnify the following individuals and entities (collectively, "Released Parties") from any and all claims including claims arising from the Released Parties' negligence, which I have or which may accrue to me and from any and all damages which may be sustained by me in connection with, and arising out of, my participation in and association with the Event, including without limitation, any injury and claim that may arise during my travel to, from and during the Event: Eastern Illinois University and their agents, employees, officers, directors, consultants, affiliates, successors and directors; the event organizers, volunteers and other participants; Event sponsors, all organizations hosting aid stations, their agents, employees, officers, affiliates, successors and directors; and other personnel in any way assisting or associated with this Event. This release applies to all activities relating to the Event, whether located on the race course or other race-related venues.

I acknowledge that I should not enter and participate in the Event unless I am medically able and properly trained. I represent that I am physically able to participate in the Event, and I have no medical conditions or allergies that affect my ability to participate. I agree to abide by any decision of a race official relative to my ability to safely complete this race. I further agree that race officials may authorize necessary emergency treatment for me if I am unable to consent to such treatment and my designated emergency contact is not available.

I UNDERSTAND AND ACKNOWLEDGE THAT PARTICIPATING IN THIS EVENT PRESENTS DANGER OF BODILY INJURY AND DEATH. I know that this Event, which takes place on the EIU campus Panther Trail, is potentially a hazardous activity. I voluntarily assume full and complete responsibility for all risks associated with participating in the Event and for any injury or accident that may occur during my participation in this Event. By participating in the Event, I agree to assume all of the risks associated with my participation, whether foreseeable or not, and I agree that I will not hold the Released Parties responsible for any harm that I may suffer as a result of my participation.

I agree that if I or anyone on my behalf asserts a claim contrary to what I have agreed to in this Participant Release form, the claiming party shall be liable for the expenses (including legal fees) incurred by the Released Parties in defending such claim. This Release may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. Every term and provision of this Release is intended to be severable. If any one or more of this Release are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

As a condition of my participation, I agree to abide by all traffic controllers, event staff and volunteers on the course and to follow any and all of Released Parties' safety instructions. I understand that my failure to do so may result in serious injury or death and may be grounds for my disqualification from this Event.

I grant the Event, its organizers, permission, in perpetuity, to use my name, event photographs, event video recordings or record of my participation in this Event for race promotion purposes. I hereby and forever waive, release, discharge, hold harmless, and promise not to sue Released Parties for the use of my statements and images for such purposes.

I HAVE READ THIS PARTICIPANT RELEASE FORM IN ITS ENTIRETY. I UNDERSTAND AND CONSENT TO THE TERMS OF THIS RELEASE AND RECOGNIZE THAT IT IS LEGALLY BINDING. ALSO, I HAVE READ THE RULES AND REGULATIONS OF THE EVENT AND AGREE TO ABIDE BY THEM. I FURTHER UNDERSTAND THAT THE RACE MAY BE CANCELLED, DELAYED OR ALTERED IN THE EVENT OF WEATHER OR OTHER CONDITIONS NOT IN THE CONTROL OF RACE ORGANIZERS AND MY ENTRY FEE WILL NOT BE REFUNDED FOR ANY REASON.

PARTICIPANT PRINTED NAME _____

SIGNATURE _____

DATE _____