

# Gator Festival Run Waiver

## April 29, 2023 - Lake Waccamaw, NC

In consideration of allowing me, the undersigned, to participate in any way in the above referenced Gator Festival Run, race(s), related events and/or activities (collectively referred to as the “Event”), 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, knowingly and voluntarily enter into this Participant Waiver and Release of Liability Agreement. I, the undersigned, acknowledge, covenant and agree that:

- 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 entails known and unanticipated risks. I am aware of the risks associated with traveling to and from as well as participating in the Event and its related activities, which may include, but are not limited to the following: physical injury; emotional injury; sickness and disease; permanent disability; paralysis; heart attack; death; damage to myself, to equipment/property, or to third parties; contact with other participants, spectators, animals; exposure to extreme conditions; dangers arising from adverse weather conditions including rapid weather changes; heat exhaustion; sunburn; dehydration; imperfect course conditions; land, water, and surface hazards; contact with natural or manmade objects; equipment failure; animal bites and/or stings; contact with poisonous plants; consumption of food or drink; my own physical condition and the condition associated with this activity; situations beyond the control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I understand that these outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Event location. Nonetheless, I assume all related risks and responsibilities, both known or unknown to me, of my participation in the Event, including travel to, from during the Event for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event and its activities.
- I hereby release, forever discharge, agree to indemnify and hold harmless the following parties: The Town of Lake Waccamaw, its members, staff, employees; the Event Directors; Volunteers, Organizers and Promoters; Sponsors; Advertisers; Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event (collectively the “Releasees”); and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers, with response to any claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Event or Releasees incurs any of these types of expenses, I agree to reimburse them.



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- I attest and verify that, unless otherwise indicated, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event. I agree that it is my sole responsibility to determine whether I am physically fit and sufficiently trained to participate in the Event. I understand that I am responsible for my own safety and well being at all times and under all circumstances while at the Event. I knowingly and freely assume and accept all of the risks existing in this activity. I agree that my participation in all activities associated with the Event is entirely voluntary.
- I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify the Event and its Releasees from any and all liability or claims arising out of such treatment. I agree to be financially responsible for any costs incurred for first aid, medical care or treatment.
- I grant unlimited permission for the Event and Releasees to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recording, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.
- Refunds: I understand that my registration for this race is non-refundable due to the organizers having spent money to secure venue, vendors, and purchase participant consumables based on my registering to participate in this event.
- COVID-19: I acknowledge and understand the contagious nature of the Coronavirus/COVID-19.
  - I further acknowledge that Gator Festival is following State Health Department Guidelines.
  - I further acknowledge that Gator Festival can not guarantee that I/my child will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself, my child and others, including, but not limited to, staff, vendors, other participants and their families.
  - I understand that a possible exposure to COVID-19, before, during, after the race may result in: a COVID-19 diagnosis, quarantine or self-isolation, medical tests, being in the hospital, intensive care treatment, other complications, and even the risk of death.
- I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, agree to be bound by the terms and conditions, acknowledge that I will be giving up substantial legal rights by signing this Agreement, acknowledge that I have signed this Agreement freely and voluntarily without any inducement, and intend for my signature to serve as a confirmation of my complete acceptance of terms, conditions and provision of this Agreement. If any provision of this Agreement is held to be unlawful, void, or unenforceable, the remaining document shall remain in effect.

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- In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, RunSignup.com, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.
- I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able to do so and properly trained. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in running a road race. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the run. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.
- In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.
- As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.
- Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.
- This event follows the standard running industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

