



Remember the Man, Run For the Cure.

5K WAIVER

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY DANIEL M. HORYN FOUNDATION, VILLAGE OF SKOKIE, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING. I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT RUNNING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN A RUNNING RACE, whether as a runner, walker, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with running. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releases and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releases), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the racecourse, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event that may be beyond the control of the Releasees, and I must continually race and otherwise participate so as to neither endanger others nor myself. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with this event. I have no physical or medical condition that would endanger others or myself if I participate in this event, or would interfere with my ability to safely participate in this event. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the releasees in defending the claims. This contract 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. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I understand that there will be no refunds and that this event will be held in rain or shine. Any event photographs may be used in publications, including electronic publications, or in audiovisual presentations, promotional literature, advertising, or in other similar ways.

Signature _____ Date _____

Name _____

Emergency Contact _____

E-Mail _____