



# 2010 GRATTAN RACE SERIES

## ACCIDENT WAIVER AND RELEASE OF LIABILITY

**PRINT**

NAME: \_\_\_\_\_

**PRINT**

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

HOME/CELL#: (\_\_\_\_) \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE#: (\_\_\_\_) \_\_\_\_\_

GENDER (circle): M F CLASS (circle): "A" "B" AGE (on 12/31/2010): \_\_\_\_\_

**PRINT**

Club/Team: \_\_\_\_\_

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that the event holders, sponsors and organizers, in which I may participate, will use this Accident Waiver and Release of Liability form and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) **Waive, Release and Discharge from any and all liability** for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: the 2010 Grattan Race Series, Midwest Sports Services, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event volunteers;

(B) **Indemnify and Hold Harmless** the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of release's or otherwise.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during this event.

I understand that at this event or related activities, I may be photographed. I allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I hereby certify that I have read this document; and I understand it's content.**

**SIGNATURE OF ENTRANT:** \_\_\_\_\_ **DATE** \_\_\_\_ / \_\_\_\_ / 2010

**IF PARTICIPANT IS UNDER 18, PARENT OR GUARDIAN MUST SIGN BELOW**

I am the parent or guardian of the above minor. My Child is fit for the event, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT. In consideration of allowing my Child to participate, I consent to the contract and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, and our heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY CLAIM AND ANY LIABILITY that I or my child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

**PRINT**

Parent/Guardian's Name: \_\_\_\_\_

**SIGNATURE of**

Parent/Guardian: \_\_\_\_\_ **DATE** \_\_\_\_ / \_\_\_\_ / 2010