

4th Annual Crawl Against CANCER
APRIL 6TH, 2013

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

WARNING: *BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS!*
INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!
ALL PARTICIPANTS MUST BE 21 OR OLDER

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

PHONE #: _____ BIRTH DATE: _____

EMERGENCY CONTACT: _____

RELATIONSHIP: _____ TELEPHONE #: _____

DISCLAIMER CLAUSE

The organizers of the Crawl Against Cancer, Relay For Life, Pelotonia, Little Bar, Out R Inn, Donato's, Chumley's, Too's, The O Patio, Midway, Big Bar, Charlie Bear, Ugly Tuna, Kildare's, and Lucky's and any of their employees, volunteers, members and representatives are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the Crawl Against Cancer including injury or loss or damage.

ASSUMPTION OF RISKS

In consideration of my participation in the Crawl Against Cancer, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in the Crawl Against Cancer, (including the possible **risk of severe or fatal injury** to myself or others). These risks include but are not limited to the following:

- a) the risks associated with travel to and from location(s) to be visited during the Crawl Against Cancer, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion;
- c) the possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event, being knocked down or being involved in a physical confrontation whether caused by myself or someone else;
- d) the risks associated with returning to my residence.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for allowing me to voluntarily participate in the Crawl Against Cancer and related activities, I agree:

- 1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participating in the Crawl Against Cancer;
- 2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in the Crawl Against Cancer;
- 3. **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZERS OF THE CRAWL AGAINST CANCER:**
 - a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Crawl Against Cancer and all related activities; and
 - b) from any and all claims, demands, actions and costs which might arise out of my participating in the Crawl Against Cancer;

Protection of Privacy - The personal information requested on this form will ONLY be used for the purpose of implementing this waiver.

ACKNOWLEDGEMENT

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death or incapacity.

Signed this _____ day of _____, 20 _____.

Signature of Participant (must be 21 or over)

Signature of Witness

Printed Name of Participant

Printed Name of Witness