

Glow in the Park 5K
City of Mt Pleasant Parks and Recreation Department
Liability Waiver and Release Statement

The Waiver and Release Statement must be read carefully and signed prior to participating in the Glow in the Park 5K (“Event”) on Glow in the Park 5K Race route or surrounding areas (“premises”).

I, signed participant, acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to participate in the Event.
2. I voluntarily elect to accept and assume all risks and hazards involved in participating in the Event that may result in injury or death to me or other participants including, but not limited to those hazards associated with running and walking in conditions such as rain, darkness, uneven terrain, inclement weather conditions, and involving equipment, and other participants, all of which can cause serious injury or death to me and to other participants. Further, I, the signed participant, agree that in consideration of the Event:
 - A. I voluntarily elect to accept and assume all risk of injury incurred or suffered by me (i) as a spectator or a participant and/or (ii) while on or upon the Premises or property of the City of Mt Pleasant and/or (iii) while being transported to and from the Event.
 - B. I release, discharge and agree not to sue the Event staff, the City of Mt. Pleasant, the Mt Pleasant Parks and Recreation department and/or their respective owners, officers, agents, employees, volunteers or any other person or entity connected with the Event (“Releasees”) for any claim, damages, costs, or cause of action which I have or may have in the future have as a result of injuries, death or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released, including all facilities used by Mt Pleasant Parks and Recreation and the City of Mt Pleasant.
3. I know that if I become injured while participating in the Event, I am solely responsible for my health care expenses, and I have made arrangements to handle such expenses through insurance coverage, access to cash or other methods.
4. I understand that I should have or did consult a physician before participating in the Event.
5. I am in good physical condition and have no medical conditions that would make my participation in the event more hazardous.
6. I understand, agree and accept that some of the Event may go through trails that may be slick and may contain snow and/or debris.
7. I understand that the Event course may go through areas that may contain wild or domesticated animals.
8. I consent to medical care and transportation in order to receive further medical attention in the event of injury as Event staff, City of Mt. Pleasant or their owners, officers, agents, employees, volunteers or medical professionals deem appropriate and understand that this Waiver and Release Statement extends to any liability arising out of or in any way connected with such medical treatment or transportation.

9. I agree to abide by all rules, warnings or other directions that Event staff, City of Mt. Pleasant or their owners, officers, agents, employees or volunteers deem appropriate.

10. I agree not to consume alcohol prior to the Event or use any drugs (prescription or otherwise) or any other substance that will inhibit my mental or physical ability to participate in the Event.

11. I understand that I am responsible for any lost or stolen property and the Event staff, City of Mt. Pleasant or their owners, officers, agents, employees, or volunteers have no responsibility or liability for any lost or stolen property.

12. I understand that the Event may be audio and/or video recorded and/or photographed and that I release Releasees from any liability for damages that may occur as a result of audio and/or video recordings and/or photographs of the Event.

13. I give Mt Pleasant Parks and Recreation and City of Mt Pleasant permission to use and distribute media materials including audio and/or video recordings and or photographs of me (or my child) obtained during the Event.

14. I understand that Glow in the Park 5K is and outdoor event. Glow in the Park staff reserves the right to postpone or cancel the event, for any reason, including inclement or dangerous weather. In the event of cancellation, there will be no refunds.

I have read this Waiver and Release Statement and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue Releasees. I acknowledge that I am signing this Waiver and Release Statement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of Releasees, the Event, the City of Mt. Pleasant or their owners, officers, agents, employees or volunteers, or any other person or entity connected with the Event.

Signature: _____ Printed Name: _____ Date: _____

If signing for a minor.

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18)

I represent and warrant that I am the legal parent or guardian of this named participant (“Minor”), have the legal authority to enter into this Glow in the Park 5K Waiver and Release Statement and approve of the Minor’s participation in the Event. I certify that both the Minor and I are aware of the nature and risks of the Event, that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and that the Minor is in good physical condition and qualified to participate in the Event. I release, waive, discharge and covenant not to sue the Releasees for any Claims on the Minor’s account and further agree that if, despite this Glow in the Park Waiver and Release Statement, I, the Minor or anyone on the Minor’s behalf makes a Claim against the Releasees, I will indemnify and hold harmless the Releasees from such Claims.

Signature: _____ Printed Name: _____ Date: _____
Participant/Parent or Guardian

Child Name: _____