



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
Specific Event Waiver Form for ADULTS (Age 18 or older)

Event Name: Balston Creek Half & 5k  
Event Location: 6452 Fig St, Arvada, CO

Event Date(s): Feb 18, 2018  
Sanction #: 18-32-003

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); 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, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.
2. 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 represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  Male  Female  
Home Address: \_\_\_\_\_ Home Tel.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Signature of Participant Date Signed

Revised 10/14/2010

# 2017 RALSTON CREEK HALF & 5K

February 18, 2018

Make Checks Payable to: *Racing Underground (PO Box 7042, Golden, CO 80403)*

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Sex: M F Birth Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_ Distance:  5k  Half

Registration Fees: thru 11/15 11/16-1/18 1/19-2/17 Race Day **Estimated Half Finish Time:** \_\_\_\_\_

5k: 13 & Older \$35\* \$35\* \$35\*\* \$40\*\*

5k: 12 & Under \$20\*\*\* \$20\*\*\* \$20\*\*\* \$40\*\*\*

Half: \$60\* \$65\* \$70\*\* \$75\*\*

\* = Entry includes a long sleeved 1/2 zip tech shirt Unisex: XS S M L XL XXL

\*\* = Entry includes long sleeved tech shirt Unisex: S M L XL XXL

\*\*\* = Entry includes a youth cotton shirt Youth Cotton Shirt: S M L

Waiver Statement: 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 &/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 Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers of the event in which I may participate, 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: Darrin & Jill Eisman, Racing Underground, City of Arvada, City of Lakewood, Bear Creek Lake Park, BVSC, Countryside Asset Management, Boulder County, City of Superior, 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 this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of releases 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 agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns. The 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.

Name \_\_\_\_\_ Age \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

If under 18 years old, Parent or guardian must also sign:  
PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. Print Participant's

Name \_\_\_\_\_ Age \_\_\_\_\_ Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_