

5K Challenge for Park Ridge Rotary/ Halfway Hounds Walk Run  
Participation Agreement, Waiver and Release

I, and any other person I am registering to participate in the 5K Challenge for Park Ridge Rotary/ Halfway Hounds Walk Run (the "Event"), presently scheduled for September 21, 2014, agree to participate subject to the terms and conditions set out in this Participation Agreement, Waiver and Release (the "Agreement").

1. Sponsors. The Event is sponsored by the Park Ridge Rotary Club, Inc., the Park Ridge Rotary Charity Foundation, Inc. and Halfway Hounds, Inc. The term "Sponsors" refers to the Park Ridge Rotary Club, Inc., the Park Ridge Rotary Charity Foundation, Inc. and Halfway Hounds, Inc. and any and all subsidiaries, or entities that are affiliated with or are controlled by the Park Ridge Rotary Club, Inc., the Park Ridge Rotary Charity Foundation, Inc. or Halfway Hounds, Inc.

2. Authority to Register. I represent to the Sponsors that I have legal authority to execute this Agreement on my behalf and on behalf of any person I am registering (I and such other person referred to in this Agreement as the "Participant"), including authority to use the credit or debit card to which registration fees will be charged. I further represent I am the parent or legal guardian of any Participant registering who is under age 18, with full legal authority to enter into this Agreement on his/her behalf and by registering him/her m for this event I agree that the terms of this Agreement shall apply equally to me and all Participants who I am registering. By registering a child under 18 I agree and consent to the collection of that child's information which I provide for the purposes of registration. WHEREVER THE TERM "I" IS USED IN THIS AGREEMENT, THE TERM "I" SHALL BE DEEMED TO READ "I, AND ANY PERSON I AM REGISTERING FOR THE EVENT" FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE ACKNOWLEDGMENT OF RISKS AND THE WAIVER, RELEASE AND INDEMNITY.

3. Acknowledgment of Risks. I ACKNOWLEDGE THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A PERSON SHOULD NOT PARTICIPATE UNLESS S/HE IS MEDICALLY ABLE AND PROPERLY TRAINED. I UNDERSTAND THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT, UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY, RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. I UNDERSTAND FULLY THOSE INHERENT RISKS AND CONFIRM THAT I AND ANY PARTICIPANT WHO I AM REGISTERING FOR THE EVENT VOLUNTARILY PARTICIPATE IN THE EVENT, KNOWINGLY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE EVENT AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I OR SUCH OTHER PARTICIPANT MAY INCUR AS A RESULT OF PARTICIPATING IN THE EVENT. I, FOR MYSELF AND ON BEHALF OF ANY PARTICIPANT I AM REGISTERING FOR THE EVENT, CERTIFY THAT I AND SUCH OTHER PARTICIPANT ARE PHYSICALLY FIT AND HAVE SUFFICIENTLY TRAINED FOR THE COMPLETION OF THE EVENT. IN ADDITION, I ACKNOWLEDGE THAT ANIMALS MAY BE PRESENT AT OR PARTICIPATE IN THE EVENT, AND THAT SUCH ANIMALS MAY ALSO CAUSE INJURY, SUCH AS DOG BITES OR CAT SCRATCHES.

4. Waiver of Liability / Release / Indemnification. I UNDERSTAND AND AGREE FOR MYSELF AND ON BEHALF OF ANY PARTICIPANT I AM REGISTERING FOR THE EVENT THAT, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, THE RELEASING PARTIES (AS THAT TERM IS DEFINED BELOW) DO HEREBY, TO THE FULLEST EXTENT POSSIBLE UNDER LAW AND EQUITY, FOREVER RELEASE, WAIVE AND DISCHARGE THE RELEASED PARTIES (AS THAT TERM IS DEFINED BELOW) FROM ANY LIABILITY, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL CLAIMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ALL CLAIMS FOR DAMAGES, INJURIES, LOSS, DEMANDS OR CAUSES OF ACTION ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE EVENT, WHETHER SAME RESULT FROM ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, RECKLESS OR WILLFUL ACTS OR OTHERWISE. THE RELEASING PARTIES FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES OR OTHER EXPENSES ARISING FROM OR IN CONNECTION WITH CLAIMS MADE BY ANY RELEASING PARTY OR BY ANY OTHER PERSON AGAINST THE RELEASED PARTIES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE EVENT BY ME OR ANY PARTICIPANT WHO I HAVE REGISTERED FOR THE EVENT.

"RELEASING PARTIES" include me, any Participant who I register for the Event, and my or such other Participant's spouse, civil or domestic partner, children, parents, guardians, heirs, next of kin, and any of their/our legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf or on such other Participant's behalf.

"RELEASED PARTIES" include: the Sponsors; the Borough of Park Ridge; Rotary International, Inc.; Rotary International District 7490; USA Track & Field, its employees, directors & USATF Certified Officials; spectators; equipment suppliers; Event volunteers; Event supporters and financial sponsors, organizers, promoters, property owners and advertisers; all governmental bodies and/or municipal agencies whose property and/or personnel are used in connection with the Event, including, but not limited to police and auxiliary police personnel, fire department personnel, ambulance, paramedic or EMT personnel, and any volunteers; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, insurers, employees, agents, contractors and representatives of any of the foregoing.

5. Photographs and Promotional Matters. I, for myself and on behalf of any Participant I am registering for the Event, hereby acknowledge that any and all photographs, motion pictures, recordings, and/or likenesses (“Recordings”) of me or any such Participant captured during the Event by the Sponsors, their affiliated entities or contractors, representative and/or the media become the sole property of the Sponsors and grant the right, permission and authority in perpetuity to the Sponsors to use and license others to use my/our name(s) and the Recordings in any manner they wish and in any and all media now known or hereafter developed, including but not limited to broadcast, telecast, promotion, advertising, marketing activities, or other account of this Event.

6. Emergency Delay or Cancellation. I acknowledge that the Sponsors at their sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that “emergency” is defined to mean any event beyond the control of the Sponsors, including but not limited to: wind, rain or hail; hurricane; tornado; earthquake; flood; acts of terrorism; fire; threatened or actual strike, labor difficulty or work stoppage; insurrection; war; public disaster; and unavoidable casualty. In the event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to a refund of any fees paid or reimbursement of any costs I incurred in connection with the Event.

7. Instructions and Rules for Participation. The Sponsors and other persons involved in the operation of the Event may issue instructions or directions relating to the manner of safe participation in the Event and have the authority to halt any person’s participation in the Event at any time they deem necessary for the safety of participants, spectators, and personnel. I agree to comply with all such instructions. Only runners, walkers, push rim and hand-cycle wheelchairs will be allowed on the course. A pet animal may accompany a Participant age 18 or older, subject to execution of the attached Pet Companion Rider. No wheeled vehicles are allowed other than wheelchairs. Wheelchair competitors must wear helmets. All wheelchairs must be equipped with brakes and fluorescent (orange preferred) flags on either side of the chair at 5’ high (adult eye level) and adhere to all posted speed restrictions. I understand that the Sponsors and the other race organizers may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Event.

8. Alcohol & Drugs. I certify that I am not, and on the date of the Event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Event. I further, understand that alcohol consumption prior, during and following the event is discouraged and take full responsibility for any decision to consume alcohol at that time.

9. Applicable Law; Consent to Jurisdiction. By completing this event registration, I agree that the laws of the State of New Jersey will govern this Agreement and all matters relating to this Event, without regard to principles governing the conflict of laws. I agree to the exclusive jurisdiction of the courts of Bergen County, New Jersey for any dispute arising in connection with this Agreement or the Event. I further agree and expressly consent to the exercise of personal jurisdiction in the courts of applicable jurisdiction in Bergen County, New Jersey in connection with any claim arising from or in connection with this Agreement or the Event.

10. Severability. Should one or more of the provisions of this Agreement be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such illegal, invalid or unenforceable provision was not part of the Agreement.

11. Fees Non-Refundable. I understand that the entry fee is non-refundable and that bib numbers are non-transferable.

12. Pet Companion Rider. If I or any Participant who I register for the Event will be accompanied by a pet animal, I acknowledge that the terms of the Pet Companion Rider will apply to my participation or the participation of any Participant who I register for this Event.

BY INDICATING ACCEPTANCE OF THIS AGREEMENT I AFFIRMING THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AND ANY PARTICIPANT WHO I REGISTER FOR THE EVENT IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE THAT THE PROVISIONS RELATING TO RELEASE, WAIVER AND INDEMNITY IN THE AGREEMENT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Legal Guardian if Participant is under 18

\_\_\_\_\_  
Date

PET COMPANION RIDER TO  
5K CHALLENGE FOR PARK RIDGE ROTARY/ HALFWAY HOUNDS WALK RUN  
PARTICIPATION WAIVER AND RELEASE

A Participant in the Event will be allowed to be accompanied by one pet, subject to the rules, terms and conditions set forth below.

**Only Participants age 18 or older will be allowed to be accompanied by a pet animal.**

**PROOF OF CURRENT RABIES VACCINATION MUST BE SUBMITTED WITH YOUR REGISTRATION FORM**

I. Compliance with Rules. I, or the Participant who I am registering for the Event, will abide by the following rules:

1. Only one pet animal will be allowed per adult Participant;
2. A pet animal must be current on all vaccinations;
3. A pet animal must be leashed at all times, on a leash no longer than 6 feet.
4. No retractable leashes are permitted;
5. Any Sponsor or other race organizer may prevent or remove any pet animal from participating in the Event if the Sponsor or race organizer believes the pet animal is a threat to other Participants, to any pets animals accompanying any Participants, or to any other persons; and
6. Participant must clean up after the pet animal and provide appropriate feces collection bags for such use.

II. Waiver of Liability / Release / Indemnification. I, or the Participant who I am registering for the Event, will be accompanied by a pet animal. I UNDERSTAND AND AGREE FOR MYSELF AND ON BEHALF OF ANY PARTICIPANT I AM REGISTERING FOR THE EVENT THAT, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, THE RELEASING PARTIES (AS THAT TERM IS DEFINED IN THE PARTICIPATION AGREEMENT, WAIVER AND RELEASE) DO HEREBY, TO THE FULLEST EXTENT POSSIBLE UNDER LAW AND EQUITY, FOREVER RELEASE, WAIVE AND DISCHARGE THE RELEASED PARTIES (AS THAT TERM IS DEFINED IN THE PARTICIPATION AGREEMENT, WAIVER AND RELEASE) FROM, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR, ANY LIABILITY ARISING FROM ANY AND ALL CLAIMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ALL CLAIMS FOR DAMAGES, INJURIES, LOSS, DEMANDS OR CAUSES OF ACTION ARISING FROM OR IN CONNECTION WITH ANY PET ANIMAL THAT MAY ACCOMPANY ME OR THAT MAY ACCOMPANY ANY PARTICIPANT WHO I HAVE REGISTERED FOR THE EVENT, WHETHER SAME RESULT FROM ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, RECKLESS OR WILLFUL ACTS OR OTHERWISE AND THE RELEASING PARTIES FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS MADE BY ANY RELEASING PARTY OR BY ANY OTHER PERSON AGAINST THE RELEASED PARTIES ARISING FROM OR IN CONNECTION WITH ANY PET ANIMAL THAT MAY ACCOMPANY ME OR THAT MAY ACCOMPANY ANY PARTICIPANT WHO I HAVE REGISTERED FOR THE EVENT.

III. Photographs and Promotional Matters. I, for myself and on behalf of any Participant I am registering for the Event, hereby acknowledge that any and all photographs, motion pictures, recordings, and/or likenesses (“Recordings”) of any pet animal accompanying me or any such Participant captured during the Event by the Sponsors, their affiliated entities or contractors, representative and/or the media become the sole property of the Sponsors and grant the right, permission and authority in perpetuity to the Sponsors to use and license others to use the names and Recordings of such pet animal in any manner they wish and in any and all media now known or hereafter developed, including but not limited to broadcast, telecast, promotion, advertising, marketing activities, or other account of this Event.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date