



Chili Challenge 5K

Liability Waiver and Release Statement



This Waiver and Release Statement must be read carefully and signed and initialed prior to participating in the Chili Challenge 5K (“Event”) on Event Race route or surrounding areas (“Premises”). As used herein, the term (“Releasees”) is defined to include the following: Event, Main Town Station, City of Mt Pleasant, City of Mt Pleasant Parks and Recreation, and/or their respective owners, officers, agents, employees or volunteers.

I, signed participant, or the parent or guardian of minor, acknowledge, agree and understand that:

- _____ 1. I voluntarily (or on behalf of my child/ward) and of my own free will, I elect to participate in the Event.
- _____ 2. I voluntarily elect to accept all risk of injury incurred or suffered by me (or on behalf of my child/ward) (i) as a spectator or 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.
- _____ 3. I, (or my child/ward) is physically capable of participating in the Event and understand that the physical nature of Event can be strenuous and may cause serious injury and/or death. I further understand that no obstacle or activity inherent in the Event should be undertaken without the consent of a medical doctor and I am solely responsible for obtaining such consent for myself (or my child/ward).
- _____ 4. 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 myself (or my child/ward) or other participants. Such risks and hazards include, but not limited to, snow, ice, uneven terrain, weather conditions, equipment, and other participants, all of which can cause serious injury, death to me (or my child/ward) and/or to other participants.
- _____ 5. I (on behalf of my child/ward) acknowledge and agree that the risks associated with the Event are open and obvious and that I have been informed and warned of those risks. I (on behalf of my my child/ward) agree and understand that participation is purely voluntary.
- _____ 6. I release, discharge and agree not to sue the City of Mt Pleasant Parks and Recreation department, the City of Mt Pleasant or their owners, officers, agents, employees, volunteers or any other person /Releasees or entity connected with the Event for any claim, damages, costs, or cause of action which I (or my child/ward) may have now or may have in the future as a result of injuries, death or damages sustained or incurred by me (or my child/ward) from whatever cause including but not limited to the negligence, breach of contract, or wrongful conduct of the parties hereby released including all Facilities/Premises used for Event by Mt. Pleasant Parks and Recreation and the City of Mt. Pleasant.
- _____ 7. I know that if I (or my child/ward) become injured while participating in the Event, I (or my child/ward) 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.
- _____ 8. I understand that I (or my child/ward) should have or did consult a physician before participating in the Event.
- _____ 9. I (or my child/ward) am in good physical condition and have no medical conditions that would make my participation in the event more hazardous.
- _____ 10. I (or my child/ward) understand, agree and accept that some of the Event may go through trails that may be slick and may contain snow and/or debris.
- _____ 11. I (or my child/ward) understand that the Event course may go through areas that may contain wild and/or domesticated animals.

- _____ 12. I (or my child/ward) consent to medical care and transportation in order to receive further medical attention in the event of injury as Releasees or medical professionals deem appropriate and understand that the waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
- _____ 13. I (or my child/ward) agree to abide by all rules, warnings or other directions that the Releasees deem appropriate for me to safely participate in Event.
- _____ 14. I agree not to consume alcohol prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event. If I choose to consume alcohol beverages after the Event, I will do so responsibly and only if am over the age of twenty-one (21).
- _____ 15. I understand that I am responsible for any lost or stolen property and agree to release responsibility to Releasees.
- _____ 16. I (or my child/ward) understand that I waive any rights/damages that may occur in result of photographs/videos of the events/activities offered through this department.
- _____ 17. I give Mt. Pleasant Parks and Recreation and City of Mt. Pleasant, and Mountain Town Station permission to use and distribute media materials obtained during Event.
- _____ 18. I understand and agree that all entry fees and related purchases are final and non-refundable.

I understand that the event is an extreme test of my physical and mental limits, that there are inherent risks involved in participating in the event and that engaging in those risks is one of the primary reasons I have voluntarily decided to participate in the event. I have read this agreement & waiver 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 agreement & waiver freely and voluntarily and intend my signature to be a waiver and complete and unconditional the Releasees of all liability due to the negligence of releasees or the inherent risks of the event.

Signature: _____ Printed Name: _____ Date: _____

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 Agreement & Waiver 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 Agreement & Waiver, 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 Name: _____