



2016 Valley Interfaith Promise Bed Race Waiver & Release Form

1. Applicants age 18 and over, complete Part A only
2. Applicants under 18 must have parents or guardians complete Parts A and B

Part A – WAIVER & RELEASE FROM LIABILITY

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admissions by general public spectators is prohibited), or being permitted to compete, officiate, observe, work for or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for themselves, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she has or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and his/her participation, if any, in the event constitutes an acknowledgement that he/she has inspected such restricted area and has reviewed the conditions, requirements and the location of the event, and that he/she finds and accepts the same as being safe and reasonably suited for the purpose of his/her use and he/she further agrees and warrants that if at any time, he/she is in or about restricted areas or the location of the event and he/she feels any thing to be unsafe, he/she will immediately advise the officials of such and will leave the restricted area(s) and/or will withdraw from the event.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE

Valley Interfaith Promise Incorporated, Columbus Consolidated Government, City of Phenix City, Russell County, Alabama, Muscogee County School District, Phenix City Board of Education, Russell County Board of Education, Uptown Columbus Incorporated, the event's promoters, and the event's sponsors, other participants, operators, assigns, heirs and the next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing or working for, or for any purpose participating in the event.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing or working for or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OF PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing or working for or for any purpose participating in the event.

4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted area are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the

State in which the event is conducted and that if any portion therefore is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements of inducements apart from the forgoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanction, authorized or promoted by said releases during the entire season and applies to each and every event, or activity hereinabove mentioned, and has same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

THE UNDERSIGNED IS ALSO GRANTING PERMISSION TO BE PHOTOGRAPHED AND RECORDED by Valley Interfaith Promise for the event's publicity, promotions, race results, future advertising and other organizational marketing. The participant understands and accepts that any image(s) taken of the participant during this event can be published or broadcasted by Valley Interfaith Promise through any forms of media deemed suitable for their marketing purposes. The participant understands that there will not be any compensation for such allowance.

DATED THIS _____ DAY OF _____, 20__.

SIGNED BY: _____
(Authorized Signed-Title)

PRINTED NAME: _____

MAILING ADDRESS: _____

PHONE: _____

PART B- PARENT/GUARDIAN WAIVER- RELEASE FROM LIABILITY
If the applicant is under 18 years of age, the parent(s) or guardian(s)
must execute in addition to the above, this following waiver.

The undersigned referred to as the parent(s) and natural guardian(s) or legal guardian(s) of, does thereby represent that he/she (they) is (are) in fact acting in such a capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releasees from all liability, loss, cost, claim, or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.

NAME _____ RELATIONSHIP TO MINOR _____

NAME _____ RELATIONSHIP TO MINOR _____

Notarized by: