

Color Me GREEN



Color Fun-Run/Walk

Waiver, Release, Hold Harmless and Consent

In consideration of being permitted to participate in the 5k Fun Run/Walk event (the "Activity"), I (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur and assume all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the Activity sponsors, their representatives and agents, Purdue University, The Trustees of Purdue University and/or its or their dependents, trustees, affiliates, employees, officers, agents or insurers ("Released Parties"), Clay County 4-H Council, Clay County 4-H Fairgrounds, Clay County Commissioners and Saint Mary-of-the Woods College.
2. I waive all claims against any of the Released Parties for any injuries, damages, liabilities, losses or expenses, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from and against any and all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, damages, costs or expenses that arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. Furthermore, I hereby grant full permission to the sponsors of the Activity to use my name and likeness, as well as any photographs and any record of this event in which I may appear for any legitimate purpose, including advertising and promotion of the Activity or any similar events in the future.

I have carefully read and reviewed this Waiver, Release, Hold Harmless and Consent, which is governed by Indiana law, I understand it fully and I execute it voluntarily.

EXECUTED this _____ day of _____, 2019

_____ Participant Signature

Participant's Printed Name

_____ Parent of Guardian Signature (if Participant is under the age 18 or under a legal disability)

_____ Parent / Guardian Signature

No Refunds will be issued for any reason