



# 2022 Red Rover Obstacle Course Fun Run Participation Form & Waiver

## FLOYD ELEMENTARY SCHOOL

Please fill out one form per student and return to your teacher.

Student Name: First \_\_\_\_\_ Last \_\_\_\_\_  
Grade \_\_\_\_\_ Teacher \_\_\_\_\_  
Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

### ACKNOWLEDGMENT OF RISK; RELEASE AND WAIVER OF LIABILITY

1. I am applying for admission to a race and associated activities (collectively "Race Activities") organized by Redline Running Company, Inc. dba Red Rover Fitness ("Red Rover Fitness") being fully aware that these activities involve Risks. I accept all the Risks of participating in the Race Activities, even if such Risks are created by the negligence (i.e. carelessness) or any other acts or omissions of Red Rover Fitness, its sponsors or hosts, or the respective directors, officers, employees, agents, contractors, medical personnel and volunteer staff of any of the foregoing (each a "Released Party") or anyone else. "Risks" include without limitation physical exertion, accidental injury or death resulting from the negligence (i.e. carelessness) or any other acts or omissions of the Released Parties or anyone else, large crowds of people where a person may be knocked down and stepped or fallen on, authorized and unauthorized vehicles on the race course, road and surface conditions or otherwise. I know there are other Risks that are not listed.
2. I fully release, discharge and waive any Claims I may have, now or in the future, against the Released Parties, even if such Claims are based on the negligence or any other acts or omissions of a Released Party or anyone else. "Claims" as used in this document means any and all liabilities, claims, demands, legal actions, suits, and rights of action for damages, personal injury or death that are related to or in any way connected with participation in the Race Activities that I or my heirs or personal representative could make.
3. I agree not to sue Released Parties for Claims, even if the Claims arise from the negligence or any other acts or omissions of a Released Party or anyone else. I agree to indemnify (i.e. reimburse for any loss), defend and hold harmless each Released Party from any Claims, damages, debt, loss or liability (including any attorneys' fees they may incur) arising out of or related to any Claim made by me or by anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence or any other acts or omissions of a Released Party or anyone else.
4. I am aware that there is no obligation for any person to provide me with medical care during the Race Activities. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered. I authorize Red Rover Fitness to arrange emergency medical care should it become necessary to do so in the event of injury to me. I understand that I am solely responsible for payment of all costs resulting from rendering medical aid, ambulance service or any other incidental costs. I am aware that it is advisable to consult a physician prior to participating in the race. If I have consulted one, I have taken the physician's advice.
5. I grant my permission to Red Rover Fitness, the sponsors and the hosts of the Race Activities and any transferee or licensee of any of them, to utilize any photographs, videos, recordings and any other references or records of the Race Activities which may depict, record, or refer to me for any purpose, including without limitation any commercial use by Red Rover Fitness, its sponsors and hosts and their respective licensees of any of the foregoing.
6. I agree to abide by the rules of the Race Activities. I acknowledge that, if I violate any of these rules, I may be removed from the course and the permission for me to participate in the Race Activities may be withdrawn by representatives of Red Rover Fitness. The fact that others may violate the rules adds to the Risks of participation.
7. I acknowledge and agree that I have fully read and understand the statements I have made by wearing the race bib provided by Red Rover Fitness. No warranties, representations or covenants have been made to me about the Race Activities which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity as is permitted by the laws of the State of Nevada. If any portion of it is held to be invalid, I agree that the rest of it shall continue in full force and effect. The singular of nouns and pronouns in this document includes the plural and the plural includes the singular. I agree that the laws of the State of Nevada shall govern its interpretation and enforcement, without regard to conflict of laws rules, and that any judicial proceeding related to this document or the Race Activities shall be brought exclusively in the state and federal courts located in Nevada.
8. If the participant in the Race Activities (the "Participant") is under 18 years of age, by signing below the parent or legal guardian agrees to the following statements: As a parent or legal guardian of the Participant, I authorize the child to participate. By signing below, I also join in the statements and agreements made by the Participant in this document. I agree that in the event the Participant, or anyone acting on his or her behalf, should make any Claims, I will indemnify, defend and hold harmless the Released Parties as described in paragraph 3.

PARENT/GUARDIAN (if under the age of 18) or PARTICIPANT CONSENT SIGNATURE

Name of Participant: \_\_\_\_\_ Date \_\_\_\_\_

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

Signature of Parent/Legal Guardian (if participant is under 18): \_\_\_\_\_