RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: Joggin’ for Frogmen Virtual Racer Run/Walk
Activity Date(s) and Time(s): January 1, 2014 – December 31, 2014
Activity Location(s): Anywhere in the world

Please read any waiver carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Your Virtual run/walk will be completed at your pace and in your own time at a location of your choice. We are not responsible for any injury that can take place during your virtual run or walk. You understand that events may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected. Do not agree to this document unless you have read and understood it in its entirety. By agreeing electronically, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks, which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

In consideration for being allowed to participate or volunteer in this Activity, on behalf of myself and my next of kin, heirs and representatives, and anyone entitled to act on my behalf, I release from all liability and promise not to sue the City of in which I’m running, and their employees, officers, directors, volunteers and agents (collectively “The City”), The 31Heroes Project, One Team One Fight, the Navy SEAL Foundation, the Travis Manion Foundation, all sponsors, endorsers and vendors of this Activity, and their employees and elected officials, from any and all claims, including claims of any aforementioned entity’s negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity. I assume all risks associated with participating in the Activity, including, but not limited to falls, contact with other participants, the effects of weather, including high heat or humidity, traffic and the conditions of the road, all such risks being known and appreciated by me.

I agree to hold The City, the Navy SEAL Foundation, the Travis Manion Foundation, The 31Heroes Project, One Team One Fight, and/or all other aforementioned entities harmless from any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

I agree to hold The City, the Navy SEAL Foundation, the Travis Manion Foundation, The 31Heroes Project, One Team One Fight, and/or all other aforementioned entities harmless from any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If The City, the Navy SEAL Foundation, the Travis Manion Foundation, The 31Heroes Project, One Team One Fight, and/or all other aforementioned entities incurs any of these types of expenses, I agree to reimburse them fully. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.
I understand that I will not get a refund of race registration or commercial goods for any reason. I attest and verify that I am physically fit and have sufficiently trained for the completion of this activity and my physical condition has been verified by a licensed medical doctor. I understand that the race entry is non-refundable. I also understand that if I illegally transfer my bib number to another person, I release and all entities associated with the event. I will accept all responsibility for any legal or medical ramifications that may arise from an unauthorized transfer. One Team One Fight, its staff and volunteers are not responsible for my personal items that are brought to the event. This waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. I have read this waiver, and certify my compliance by my signature below.

Further, I hereby grant full permission to any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose including commercial advertising, without monetary payment to me.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing The City, the Navy SEAL Foundation, the Travis Manion Foundation, The 31Heroes Project, One Team One Fight, and/or all other aforementioned entities from all liability, (b) promising not to sue The City, the Navy SEAL Foundation, the Travis Manion Foundation, The 31Heroes Project, One Team One Fight, and all other aforementioned entities (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of in which I’m running. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: ______________________________________

Participant Name (print):_________________________________ Date: ____________

If Participant or Volunteer is under 18 years of age:
I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing The City, the Navy SEAL Foundation, the Travis Manion Foundation, The 31Heroes Project, One Team One Fight, and/or all other aforementioned entities from all liability on me and the Participant’s behalf, (b) promising not to sue on my and the Participant’s behalf, (c) and assuming all risks of the Participant’s participation in this Activity, including travel to, from and during the Activity. I allow Participant or volunteer to participate or volunteer in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant’s Parent/Guardian: ______________________________________ Date ________

Name of Minor Participant’s Parent/Guardian (print): _________________________________

Minor Participant’s Name: ________________________________