



MOUNTAIN MAN MEMORIAL MARCH 2011

WAIVER AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER O LEGAL RIGHTS. BE AWARE THAT BY EXECUTING THIS AGREEMENT AND PARTICIPATING IN THIS EVENT, YOU WILL BE EXPRESSING ASSUMING THE RISK AND LEGAL LIABILITY, AND WAIVING AND RELEASING ANY CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU MIGHT SUSTAIN AS A RESULT OF ANY ACTIVITIES CONNECTED WITH PARTICIPATION IN THIS EVENT. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

I know that running/walking a race is a potentially hazardous activity. I agree not to enter and run or walk unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the race. I hereby certify that I am in good health and I have sufficiently trained to participate in the event. I am voluntarily entering and assuming all risks associated with participating in the event including, but not limited to: falls, contact with other participants the effects of weather, including high heat and/or humidity, snow and/or ice, traffic and the conditions of the road, all such risks being known and appreciated by me. Having read this waiver and knowing these facts in consideration of you accepting my entry into this event, I, for myself and anyone entitled to act on my behalf, waive and release the University of Tennessee ROTC Department and Endurance Sports Management, its officers, directors, members, agents, volunteers, and employees, the state of TN and the all cities and other governmental bodies or locations in which this event or any segments thereof are held, all sponsors of the vent and their representatives and successors, from all present and future claims or liabilities of any kind, known or unknown, arising out of my participation in this event even though that liability may arise out of ordinary negligence, carelessness or fault on the part of the persons named in the waiver. I grant permission all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose. I understand that bicycles, skateboards, baby joggers, roller skates or inline skates and animals are not allowed in the event and will abide by this restriction. I am aware the University of TN ROTC department strongly discourages the use of personal audio devices (i.e. iPods and MP3 headsets). I grant University of TN ROTC Department and its designated staff access to my medical records and physicians, as well as any other information relating to medical care, my medical condition and medical treatment received as a result of my participation in this event.

Parent or Guardian waiver for minors (under eighteen (18) years of age (if applicable): The undersigned parent and natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and grants permission for such minor to participate in this event. The said parent/guardian further agrees to save and hold harmless and indemnity each all parties referred to above and form all liability, loss , cost or damage whatsoever which may be imposed upon said parties because of any defect in or lack of capacity to act and release said parties on behalf of the minor. emailus@mountainmanmemorialmarch.com

ATHLETE OR PARTICIPANT

PRINT NAME _____

SIGNATURE _____

DATE _____ **AGE** _____ **DATE OF BIRTH** _____

PARENT OR LEGAL GUARDIAN FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE

PRINT NAME OF GUARDIAN _____

SIGNATURE _____

DATE _____ **RELATIONSHIP TO MINOR** _____