

I have read the following attached RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT for the NNU 5K Fun Run/Walk. I understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all claims and liability to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian (required if Participant is a minor) Date \_\_\_\_\_

**Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

In consideration of participating in the NNU 5K Fun Run/Walk. I represent that I understand the nature of running events and that I am qualified, in good health, and in proper physical condition to participate in such an activity. I acknowledge and agree that, if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. Furthermore, I will comply with instructions as provided by the Run/Walk supervisors, I will follow the stated route, and I will not embark until support staff is in place and the Run/Walk route is officially opened.

I fully understand and agree that running events are inherently dangerous activities that involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releasees” named below or other causes; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant for myself, my heirs, executors and administrators, not to sue the Northwest Nazarene University or its administrators, directors, agents, officers, volunteers, employees, other participants, additional sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place (each considered one of the “RELEASEES” herein) from any and all liability, claims, demands, losses, causes of action or damages of whatever kind or nature, arising from or related in any way to my participation in the Run/Walk caused or alleged to be caused in whole or in part by the negligence of the “releasees” or other causes, including negligent rescue operations. I further agree that if, despite this release, waiver of liability, and assumption of risk, I make a claim against any of the “releasees,” I will indemnify, save, and hold harmless each of the “releasees” from any loss, liability, damage or cost which may be incurred as the result of such claim, including reasonable attorney’s fees.