

GMAA VOLUNTEER WAIVER AND RELEASE

In consideration of the acceptance by the Green Mountain Athletic Association (GMAA) of my entry in this race, I hereby release and agree to hold harmless GMAA, their officers, directors, officials, participants, members and volunteers, and all parties involved in the race (including sponsors, staff, towns, property owners, RRCA or USATF), their successors and assigns, from any and all negligence, gross negligence, willful misconduct, liability, loss, claims and demands that may accrue from any loss, damage or injury, including death, permanent injury, paralysis or disfigurement in any way related to the race, occurring before, during and after the race including transportation to and from the race, from any cause whatsoever, including rescue operations. I voluntarily, in reliance on my own judgment and ability, hereby assume all the risks from loss, damage, injury, including death, permanent injury, paralysis and disfigurement to myself and my property from any cause in connection with the race. I acknowledge that participation in this race is a potentially hazardous event, and that I should not participate unless I am medically able and properly trained, and that even if I am medically able and properly trained, there are known and unknown hazards, foreseeable and unforeseeable, that are beyond the control of any of the above named entities and individuals, including GMAA.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE ABOVE NAMED ENTITIES AND INDIVIDUALS, INCLUDING GMAA, FOR ANY REASON IN ANY WAY RELATED TO THE RACE ON MY OWN BEHALF OR ON BEHALF OF THE MINOR I AM REGISTERING. If I, or anyone on my behalf, or on behalf of the minor I am registering, assert a claim against GMAA or any of the above named entities or individuals, I agree to hold them harmless and to indemnify them from any litigation expenses, including attorneys fees, which may be incurred as a result of the claim. I hereby agree that the laws of the State of Vermont shall apply to the interpretation of this waiver, to the validity of my electronic signature, and to any claim that may be asserted in connection with this race. I further agree that the venue for any such claim shall be in the Chittenden Superior Court, Burlington, Vermont.

I have entered into this agreement freely and voluntarily without inducement, promise or representations made by GMAA, their officers, directors, officials, participants, members and volunteers, and all parties involved in the race organization (such as sponsors, staff, towns, RRCA or USATF), their successors and assigns. I have had the opportunity to ask any questions of the above listed entities concerning the race and this waiver and release.

I hereby authorize GMAA or its designee to take and use photographs of me, or the minor I am registering, for any lawful purpose, including, but not limited to, posting on its website.

I agree to follow all GMAA and RRCA rules, which include a ban on skates, bicycles, skateboards, baby joggers, earphones and pets.

If a court decides that any portion of this waiver and release is not enforceable or is invalid, then the remainder of the agreement shall remain in full force an effect, with the offending portion being stricken.

I UNDERSTAND AND AGREE THAT ALL OF THE TERMS TO THIS WAIVER AND RELEASE SHALL APPLY TO ME, THE MINOR I AM REGISTERING, MY HEIRS AND ASSIGNS.

BY SIGNING THIS WAIVER AND RELEASE, I HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE, AND I FURTHER REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO AGREE TO THIS WAIVER AND RELEASE, EITHER ON MY OWN BEHALF, OR ON BEHALF OF THE MINOR I AM REGISTERING FOR THIS RACE, AND MY OR THE MINORS HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS.

Print Name: _____

Address: _____

Signature: _____

Date: _____