

McKinney Kiwanis 5k Run Race

Sunday, May 1, 2011

Please Print Clearly

First Name _____ Last Name _____

Date of Birth ___/___/___ Age on 5/2/2010 _____ Sex M F

Address _____

City _____ State _____ Zip _____

Email _____

Emergency Contact Phone# _____

T-Shirt S M L XL XXL

WAIVER STATEMENT: Entry invalid if not signed. By indicating your acceptance, you understand, agree, warrant and covenant as follows: I, the person submitting this entry (and my child, if I'm signing as a parent or guardian) agree to abide by the rules and decisions of any event officials, and assume all risks associated with in the event and any associated event or activities, including but not limited to falls, contact with other participants, effects of the weather, traffic, road conditions, all such risks being known and appreciated. I (and my child, if I'm signing as a parent or guardian) and anyone entitled to act on my (our behalf(s), assume all risks associated with participation, and waive any and all claims, and fully release, USATF, The McKinney Kiwanis 5k, McKinney Independent School District, McKinney Kiwanis Club, Ali Zaher Enterprises, LLC dba Playtri Racing, the City of McKinney, and each of their employees, and all race day volunteers, event promoters, sponsors, their representatives and successors (referred to collectively as the "Released Parties"), from all claims, damages or liability of any kind arising from my (or my child's) participation in this event. I hereby release, waive, discharge, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes the Released Parties from any and all liabilities, damages, claims, demands, or injuries, including death, that may be sustained by me resulting from or arising out of my participation in the McKinney Kiwanis 5k, INCLUDING ANY SUCH DAMAGES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, CAUSED INWHOLE OR IN PART BY THE NEGLIGENCE OR OTHER ACT OR OMISSION OF THE RELEASED PARTIES, OR BY A PRE-EXISTING DEFECT. I understand that this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly neglected conduct. I grant full permission to any and all of the foregoing to use my (and my child's) name, or photographs, videos, and other recordings of participation in this event, without obligation or liability to me (and my child). I also understand that entry fees are not refundable. T-shirt size is not guaranteed. I have read this agreement carefully, and understand it, and certify my agreement by my signature below. I understand and agree that this Waiver and Release shall bind my heirs, assigns, successors, and personal representatives, including my spouse and members of my family, and shall be governed by the laws of the State of Texas.

Signature 1: X _____ Date: _____

Parent or Legal Guardian Signature, for minor: X _____ Date: _____

\$20 through April 24, 2011\$ _____

\$25 at packet pick up\$ _____

Total Enclosed (All Fees are Non-Refundable).....\$ _____

Mail application (with check or money order payable to **McKinney Kiwanis**) to:

Kiwanis Club

PO Box 667

McKinney, TX 75070