

Return Form and Payment to Hawley Public Library, 103 Main Ave, Hawley PA 18428

\$15.00 per person through 10/3/2019

\$18.00 per person after 10/3/2019

Full First Name _____ **Last Name** _____

Address _____

City _____ **State** _____ **Zip** _____ **Phone** _____

email _____

Age on race day _____ **Shirt Size** **S M L XL** * **Walker or Runner?** * **Male or Female?**

Waiver Below Must Be Signed

HAWLEY LIBRARY RUN TO READ 5K RUN/WALK
INDEMNIFICATION AND RELEASE OF LIABILITY

IN CONSIDERATION of my entry request being accepted for the Hawley Library Run To Read 5K Run/Walk, I, for myself, my personal representatives, heirs, next of kin and/or assigns, hereby execute this Indemnification and Release of Liability ("Release") in favor of the Hawley Library Association, Inc. ("Library"), and having read same, I acknowledge and agree to the terms of this Rental Agreement and Release as follows:

1. I acknowledge, agree, and represent that I understand the nature of running or walking the 5K course (hereinafter the "Activity") and have familiarized myself with the course. I also acknowledge and represent that I am qualified, in good health and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of running or walking are to be expected. I also acknowledge that there is some danger involved in the Activity and that I am voluntarily assuming certain risks in participating. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activit

2. I hereby release, discharge and covenant not to sue the Library, its directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, as well as the Hawley Borough, which is the owner of Bingham Park (the "Park"), as well as the Green Gates Cemetery Association, Inc., the owner of the Green Gates Cemetery (the "Cemetery"), as the Activity takes place in the Park and the Cemetery, collectively referred to as "RELEASEES" herein, from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of "Releasees" or otherwise, including negligent resue operation. I further agree that if, despite this release of liability, assumption of risk, and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

3. I AM 18 YEARS OR OLDER, HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE BY PARENT FOR PARTICIPANTS UNDER THE AGE OF 18 YEARS OF AGE

3.A. I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF RUNNING OR WALKING ACTIVITIES (the "ACTIVITY") AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OR EACH OF THE RELEASEES, I AGREE TO HOLD SUCH RELEASEE OR RELESEES HARMLESS FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST AND MAY INCUR AS THE RESULT OF SUCH CLAIM.

DATE _____

PRINT NAME

SIGNATURE

MINOR'S NAME

PARENT OR GUARDIAN'S SIGNATURE