

"Run 2 Grace" 5k Entry Form

Name:

Address: _____

Phone Number: _____ Email Address: _____

Age: _____ Gender: _____

Registration Fee: **\$25.00**

T-Shirt Size (*circle one*): **S M L XL 2XL**

Make Checks Payable to: **"Mount Olive Church"**

Mail Completed Registration and Payment to:

Mount Olive "Run 2 Grace" 5K

Attention Brenda Schwarz

700 Western Street

Anoka, MN 55303

Mt. Olive Lutheran Church Registration Agreement & Liability Waiver:

- WARRANT TO REGISTER AND / OR TO ACT AS AGENT

You represent to Mt. Olive Lutheran Church that you have full legal authority to complete your race/event registration on Registermyrace.com for yourself and/or any person or party that you are registering, in addition, full legal authority to charge your credit or debit card or PayPal account where a registration fee or fees will be paid/charged.

For all registrants under the age of 18 or any incapable or incapacitated adult, you act as and affirm that you are the parent or legal guardian of that party/person and have complete legal authorization to enter into this agreement/waiver on their behalf and by going forward with this race/event registration, you affirm that these terms shall apply equally to all Registered Parties/Persons.

- ACCEPTANCE OF WAIVER

You understand that racing/running/walking/cycling/swimming is a potentially hazardous activity. You certify that you are physically fit and have sufficiently trained and prepared for participation in the event and have not been advised otherwise by a qualified medical professional. You agree to consent to any decision made by our race officials regarding your ability to safely complete the event. You consent to receive medical attention which may be deemed advisable in the event of an injury, accident, and/or illness during this event. You understand that all evacuation and medical costs for participants and volunteers will be borne by that person or their heirs. The race organizers and sponsors are in no way liable or responsible for medical costs or emergency evacuation.

You assume all risks associated with racing/running/walking/cycling/swimming in the event or events, including, but not limited to, weather effects, including high heat, extreme cold, high humidity, snow, ice, traffic and road conditions, slips, falls, contact with other participants, volunteers, race officials, sponsors, walkers, baby strollers, dogs on leashes, bicycles, all such risks being known and appreciated by you.

Having read this waiver and knowing these facts, and in consideration of your entry being accepted, you hereby take action on behalf of yourself, your heirs, your executors, next of kin, administrators, or anyone else who might claim on your behalf, AND HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY Mt. Olive Lutheran Church, its agents, servants, employees, officers, and directors from any and all rights and claims, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE, which you have or which may accrue to you and from any and all damages which may be sustained by you directly or indirectly in connection with, or arising out of, your participation in or association with this event, or travel to or from this event.

- Parent / Guardian Waiver for Minors (if applicable)

If you are a parent or legal guardian of a minor under the age of 18, you are representing that you are, in fact, acting in such capacity and agree to hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, or damage whatsoever that may be imposed upon said parties because of any lack of capacity to act, and release said parties on behalf of the minor and the parents or legal guardian. For registration of a child under 13, you agree and consent to the collection of that child's information, which you enter and furnish for the purposes of race/event registration.

- LIMITATION OF LIABILITY & WARRANTIES

As used in this agreement/waiver, Mt. Olive Lutheran Church includes any and all subsidiaries, affiliated entities, or entities that control or are controlled by Mt. Olive Lutheran Church singly or together and its officers, employees, contractors, subcontractors and agents and including RegisterMyRace.com, LLC.

You understand and agree that any claim against Mt. Olive Lutheran Church shall be limited to the amount that you paid for use of the products and/or services. Mt. Olive Lutheran Church will not be liable for any direct,

indirect, incidental, consequential or exemplary loss or damages which may be incurred by you from the use of, or the inability to use, the materials on this site or the performance of our products, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the fullest extent that applicable limitation of liability laws apply.

This site and the materials and products on this site are provided 'as is' and without warranties of any kind, whether express or implied. To the fullest extent permissible by applicable law, Mt. Olive Lutheran Church disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Mt. Olive Lutheran Church does not represent or warrant that the functions contained in this site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Mt. Olive Lutheran Church does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

- INDEMNIFICATION

You agree to indemnify and hold Mt. Olive Lutheran Church harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of RegisterMyRace.com or the violation of any term of this Agreement and Waiver.

- GOVERNING LAW

This race/event is controlled by Mt. Olive Lutheran Church from our offices located in the state of Minnesota, USA. By accessing this or our website, you agree that the statutes and laws of Minnesota, without regard to conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this or our website.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in Minnesota, USA. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

BY INDICATING YOUR ACCEPTANCE OF THESE TERMS THROUGH YOUR ELECTRONIC SIGNATURE DURING THE REGISTRATION PROCESS, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT, TERMS, AND WAIVER ELECTRONICALLY FREELY AND VOLUNTARILY, AND INTEND YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By signing my name below, I assert that I have reviewed and agree to all of the waivers and agreements I have selected above.

Signature _____

Date: _____