

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I, THE UNDERSIGNED, IN CONSIDERATION FOR NEW HOPE CHURCH (NHC) ALLOWING MY PARTICIPATION IN THE FUSION 5K, ACKNOWLEDGE THAT MY PARTICIPATION IN THE NHC RUN ENTAILS INHERENT RISKS SUCH AS DEATH, INJURY AND DAMAGE TO PROPERTY. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO, DEATH, INJURIES AND DAMAGES RESULTING FROM THE FOLLOWING:

1. THE NEGLIGENCE OF NHC, ITS OWNERS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS OR AGENTS; THE NEGLIGENCE OF GUESTS, VISITORS OR PERSONS WHO MAY BE PRESENT AT OR PARTICIPATING IN THE NHC RUN; OR THE NEGLIGENCE OF ANY APPLICABLE GOVERNMENTAL ENTITIES;
2. SLIPS, TRIPS, FALLS, CRASHES OR OTHER SUCH ACCIDENTS THAT OCCUR WHILE PARTICIPATING IN THE NHC RUN, OR WHICH MAY BE CAUSED BY OTHER PERSONS' PARTICIPATION IN THE NHC RUN;
3. THE NEGLIGENCE OR LACK OF ADEQUATE TRAINING OF NHC'S EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, OR AGENTS WHO SEEK TO ASSIST WITH MEDICAL OR OTHER HELP EITHER BEFORE OR AFTER INJURIES HAVE OCCURRED.

I AGREE TO RELEASE FROM ALL LIABILITY, DISCHARGE AND PROMISE NOT TO TAKE LEGAL ACTION AGAINST: (I) NHC, ITS DIRECTORS, OWNERS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS OR AGENTS, (II) ANY GUEST, VISITOR OR PERSON PRESENT OR PARTICIPATING IN THE NHC RUN; (III) ANY SPONSOR OF THE NHC RUN, THEIR DIRECTORS, OWNERS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS OR AGENTS. I AGREE TO RELEASE THE AFOREMENTIONED PERSONS FROM ANY LIABILITY TO ME, MY HEIRS, NEXT OF KIN, ASSIGNS OR PERSONAL REPRESENTATIVES FOR ANY LOSSES, DAMAGES, CLAIMS OR DEMAND ARISING OUT OF MY DEATH, INJURIES OR DAMAGES TO PROPERTY, EVEN IF THEIR INDIVIDUAL OR COLLECTIVE NEGLIGENCE CONTRIBUTES TO SUCH DEATH, INJURIES OR DAMAGES.

I CERTIFY TO NHC THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, PHYSICALLY FIT, HAVE SUFFICIENTLY TRAINED FOR PARTICIPATING IN THE NHC RUN, AND HAVE NOT BEEN ADVISED AGAINST PARTICIPATING IN THE NHC RUN BY A QUALIFIED HEALTH PROFESSIONAL. I FREELY AND VOLUNTARILY ASSUME COMPLETE PERSONAL RESPONSIBILITY FOR ALL RISKS AND FOR MY DEATH OR ANY INJURY OR DAMAGE THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF THESE RISKS, EVEN IF SUCH DEATH, INJURY OR DAMAGE OCCURS IN A MANNER THAT IS NOT FORESEEABLE TO ME AT THIS TIME. I REALIZE THAT BY VOLUNTARILY ASSUMING THE RISKS INVOLVED, I WILL BE SOLELY RESPONSIBLE FOR MY DEATH OR ANY INJURY OR DAMAGE THAT I SUSTAIN.

I HAVE READ THIS ASSUMPTION OF RISK THOROUGHLY AND UNDERSTAND THE TERMS. MY PARTICIPATION IN THE NHC RUN AND MY EXECUTION OF THIS ASSUMPTION OF RISK ARE BOTH PURELY VOLUNTARY AND I ELECT TO DO SO IN SPITE OF THE RISKS.

MOREOVER, I UNDERSTAND THAT NC, AND/OR THOSE AUTHORIZED BY NHC, WILL BE TAKING PHOTOGRAPHS OF THE RACE. I HEREBY IRREVOCABLY CONSENT TO AND GRANT NHC, AND/OR ANYONE AUTHORIZED BY NHC, THE EXCLUSIVE RIGHT TO USE OF ANY PHOTOS THAT CONTAIN MY PERSON, IMAGE, LIKENESS, NAME OR VOICE; FOR ANY LAWFUL PURPOSE WHATSOEVER IN CONNECTION WITH NHC AND ITS RELATED EVENTS.

PARTICIPANT SIGNATURE: _____ DATE: _____

IF PERSON IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF _____ ("MINOR"), HEREBY EXECUTE THE FOREGOING ASSUMPTION OF RISK FOR AND ON BEHALF OF MINOR AND AGREE TO BIND MYSELF, MINOR AND ANY HEIRS, NEXT OF KIN, ASSIGNS OR PERSONAL REPRESENTATIVES TO THE TERMS OF THIS ASSUMPTION OF RISK. I REPRESENT THAT I HAVE FULL LEGAL AUTHORITY TO ACT FOR AND ON BEHALF OF MINOR, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS NHC FOR ANY EXPENSES, CLAIMS OR LIABILITIES THAT MAY ARISE AS A RESULT OF ANY INSUFFICIENCY OF MY FULL LEGAL AUTHORITY TO EXECUTE THE FOREGOING ASSUMPTION OF RISK.

SIGNATURE OF PARENT/GUARDIAN: _____ DATE: _____