

Warren County Great Race

Release and Waiver of Liability Agreement

I, _____, hereby acknowledge that I wish to participate in the Warren County Great Race (“Event”) to be held in Warren, Pennsylvania on September 18, 2010. I understand that my execution of this *Release and Waiver of Liability Agreement* (“Agreement”) is a prerequisite for participation in the Event. I further understand that there are dangers to myself and others inherent in participating in the Event and I voluntarily assume all such risks.

- 1) I recognize that liability may ensue on account of my participation in the Event. I further understand that in order to be allowed to participate in the Event, I agree to assume any and all liability, of whatever type, arising out of my participation in the Event and without intending to limit the generality of the foregoing, I agree to release, defend, protect, indemnify and save McKissock, LP, McKissock Holdings LLC, the Youngsville Pharmacy, the Commonwealth of Pennsylvania, the County of Warren, Pennsylvania and any and all of the townships and/or municipalities thereof, the City of Warren Pennsylvania, the Borough of Youngsville Pennsylvania, the Warren Library Association, the Gen. J.H. Pendleton Detachment of the Marine Corps League, Eugene Wilston, Phyllis Carlson, Richard Carlson, Sue Nordin, Pam Nordin, and these entities’ officers, agents, employees, assigns, successors in interest, contractors, vendors (and their agents), agencies, sponsors, officials, and volunteers (hereinafter collectively referred to as “entities and individuals”) harmless against any and all claims, demands, losses, damages, and causes of action of any kind arising in favor of any person (including myself), and regardless of when such cause of action is actually pursued, on account of, growing out of, incident to, or resulting (directly or indirectly) from my participation in the Event. I further agree to indemnify said entities and individuals against all costs and expenses, including defense costs and attorney’s fees, incurred by said entities and individuals, directly or indirectly, by reason of my participation in the Event. Last, I understand and acknowledge that this Agreement is binding on my heirs, assigns, and legal representatives.
- 2) I acknowledge that I am physically capable of participating in and completing this Event and I understand that I am solely responsible for my health and safety during said participation.
- 3) I agree to abide by all Federal, state, and local laws, regulations, and ordinances, specifically including, but not limited to all applicable traffic laws and generally accepted rules of the road. I further agree, in accordance with paragraph 1) of this Agreement, to be solely responsible for and to hold harmless, indemnify, and release all of the entities and individuals contained in paragraph 1) of this Agreement from any death, personal injury, injury to property, financial loss, or cause of action of any kind that may be caused to, or arise in favor of, myself or any other person as a result of my failure to abide by any Federal, state, or local law, regulation, or ordinance and regardless of when any such cause of action is actually pursued.
- 4) Should any portion of this Release and Waiver of Liability be judicially determined invalid, voidable, or unenforceable for any reason, such portion of this Agreement shall be severable from the remaining portions herein and the invalidity, voidability, and unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Agreement.

I have carefully read this Agreement and fully understand its contents. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Agreement, understands and consents to its terms, and authorized my participation by his/her signature below. I am aware that this is a RELEASE AND WAIVER OF LIABILITY and a contract between me and the entities and individuals mentioned above and I sign of my own free will.

Signature

Date

Signature of parent or guardian if participant is under 18 years of age

Signature

Date