

“2009 Burnsville Wednesday 5K” Entrance Form

First Name: _____ Last Name: _____

Street/Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone 1: _____ Phone 2: _____

Email Address: _____

Date of Birth: _____ Age on race day: _____ Gender: _____ Sock Size: S/M, L/XL

Fees: Received before 6/10/2009 - \$20.00 Received after 6/10/2009- \$25.00 Amount Enclosed: _____

**Please send Entrance Form, check (payable to FCA Endurance with “5K” in memo),
and signed Waiver Agreement (below) to:**

**FCA Endurance
1405 E. 131st St.
Burnsville, MN 55337**

Burnsville Wednesday 5K Waiver Agreement

READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING UP FOR THIS EVENT. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT. BY SIGNING UP FOR THIS RACE, YOU ARE AGREEING TO THIS WAIVER.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by the Fellowship of Christian Athletes (FCA), FCA Endurance, Faith Covenant Church, and its and their administrators, volunteers, and others affiliated with the Fellowship of Christian Athletes (hereinafter, together, referred to as "FCA"), and all event sponsors in consideration for allowing me to participate in the 2009 Burnsville Wednesday 5K (the "Race"); and I further understand and acknowledge that my statements are being relied upon by FCA and its/their sponsors, administrators, volunteers and other parties defined below as the "Released Parties."

1. I acknowledge that a 5K race is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Race, which focuses, among other things, on walking and running, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Race. I have no physical or medical condition that would endanger others or myself if I participate in the Race, or would interfere with my ability to safely participate in the Race. I accept responsibility for the condition and adequacy of my equipment and my conduct in connection with the Race.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE FCA, Faith Covenant Church, all Race sponsors, Race producers, Race staff, administrators, officials, contractors, vendors, and organizers, volunteers, all other persons or entities involved with FCA or the Race, states, cities, towns, and other governmental bodies and locations in which the Race or portions of the Race take place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, the Race, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at a Race site or elsewhere), and any Claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS and aspects of my participation in the Race. I acknowledge that walking and running, especially on open city streets, is inherently dangerous and I understand that I will be participating in the Race at my own risk, that I am responsible for the risk of participation in the Race, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in the Race. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, my breach or failure to abide by any of FCA's rules, and my actions or inactions which cause injury or damage to any other person.

5. I AGREE to abide by the Race rules established by FCA. I AGREE that prior to participating in the Race I will inspect the courses, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race organizers. I FURTHER GRANT to FCA organizers, and their licensees, the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of the Race (except to the extent such use would violate the terms and conditions of a prior written sponsorship agreement which I have in place prior to or as of the date of the Race), and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

6. The parent or legal guardian who accepts the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the Person to legally bind the Person to this Waiver Agreement. The parent or legal guardian who agrees to the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the Person in the execution of the Waiver Agreement.

7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

I AGREE: Signature: _____

Printed Name: _____ Date: _____

Signature of parent/legal guardian of minor under 18 years of age or legal guardian of incapacitated and/or mentally challenged participant.

Printed Name of legal guardian _____ Date _____