



Oktoberfest
 Kids Race
 2011 Registration Form
 Friday September 16, 2011
 6:30pm
 Old Boys Brewhouse
 Spring Lake, MI

Please Print

Name: _____

Phone: _____

Address: _____

Email: _____

City: _____

Age: _____

State: _____

Date of Birth: _____

Zip: _____

Gender: F / M (circle)

Name of School Attending: _____

T-Shirt Size: S M L (circle)

Race: _____ 1 mile _____ 2 mile

Registration Form, Signed Waiver and Entry Fee of \$10.00 can be dropped off at Old Boys Brewhouse

or

Mail Registration Form, Signed Waiver, and Check for \$10.00 on or before 9/13/11 to:

(Make Checks Payable to: Inspirational Racing)

Inspirational Racing
 15715 148th Ave
 Spring Lake, MI 49456

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by Inspirational Racing, LLC (the "LLC") to participate in this athletic event, including related programs or events (collectively the "Event"), I understand and acknowledge by signing below, that I am legally agreeing to the statements in the following Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (the "Agreement") and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parent, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. Running, walking and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I understand and acknowledge that there may be vehicle or pedestrian traffic on the course route, and I assume the risk of running, walking and/or other portions of this Event and participating under these circumstances. I also assume any and all other risks associated with participating in this Event, including but not limited to the following: falls, dangers of equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

3. I WAIVE, RELEASE, AND FOREVER DISCHARGE THE LLC, Event sponsors, organizers, promoters, producers, race directors, officials, staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, all municipal and other governmental bodies and/or municipal/governmental agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place; and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, attorneys, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from or relate to my participation in the Event or my traveling to or from the Event, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of 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, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including, but not limited to court costs, 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 Agreement, my breach or failure to abide by any rules of competition, and information provided by any of the released parties relative to the Event, and/or my actions or inactions which cause injury or damage to any other person.

5. I agree to read and abide by all traffic laws. I agree that prior to participating in the Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director.

6. I hereby grant to the LLC the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by the LLC, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.

7. I acknowledge and agree that the LLC, in its sole discretion, may delay, modify, or cancel the event if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of the LLC, there shall be no refund of the entry fee or any other costs incurred in connection with the Event.

8. I understand that the LLC reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

9. A legal guardian who signs this Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person and to legally bind Said Person to the Agreement. The legal guardian who signs this 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 Said Person in the execution of this Agreement.

10. This Agreement supersedes any other agreements between the parties, whether written or oral, and which is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which may result in any waiver of rights by the LLC. The internal laws of the State of Michigan govern this agreement, exclusive of any conflicts of laws provisions. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Name (please print): _____

Participant Signature: _____

Date: _____

Parent or legal guardian's signature is required if under 18 years of age, incapacitated and/or mentally challenged:

Printed Name: _____