

LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE

In order to participate in a Color Buzz Run, you must submit this form completed by the submission deadline.

Please read carefully before signing

Adult: 18 Years or Older – Minor: Under 18 Years of Age at Date of Event

Name: _____

Phone: _____

Email: _____

Date of Birth (if under 18): _____

Emergency Contact Name: _____

Phone: _____ Relation: _____

IN CONSIDERATION of We Do Reality (“WDR”) allowing me to participate in any of its events (the “Event” or “Events”) I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”).

1. I hereby represent that:

(a) I am in good health and in proper physical condition to participate in the Event; and

(b) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental challenges associated with exercise, specifically running, and realize that such Events represent an extreme test of a person’s physical capabilities.

I understand that with participation includes the possibility for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the WDR and other undetermined risks and dangers which may not be readily foreseeable or are presently unknown (“Risks”). I understand that these Risks may be caused in whole or in part by me, others participating in the Event, or the acts, inaction or negligence of the released parties described below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby **release, waive and covenant not to sue**, and further agree to Indemnify, defend and hold harmless the following parties: We Do Reality or WDR, the Event Owners, Organizers and Promoters, Directors, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind (“Liability”) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties.

I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

5. I hereby grant full permission to any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of these events for any legitimate purpose, including commercial advertising, without monetary payment to me. (This information is protected by the Privacy Act).

6. All matters contained within this waiver shall be governed by and construed in accordance with the substantive laws of the State of Arizona. I hereby confirm and warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any coercion, inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of this Agreement.

7. NO REFUNDS under any circumstances. If there is severe weather that prevents the event from being held on the scheduled date, we will work to reschedule. Prices are subject to change without notice. Event date and location are subject to change.

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature of Participant: _____ Date: _____

This section to be read and signed by parent/legal guardian if Participant is a minor:

As the parent/legal guardian of the above-named Participant, I hereby waive and release on behalf of my child, any and all claims, and causes of action, or liabilities which may hereafter accrue against WDR and its affiliates, their agents, employees, volunteers, officers, directors, successors and assigns, WDR and any and all sponsors, their representatives and successors, by reason of my child’s participation in said program, including any and all claims for personal injuries caused by WDR’s negligence. In addition, I accept full responsibility for the care and supervision of my child during the above-described runs.

Signature of Parent/Legal Guardian: _____ Date: _____