

Liability Waiver Form

I warrant and represent that I am in good physical condition and fully able to safely participate in this race. I am fully aware of the risks and hazards connected with the participation in this event, including physical injury or even death, and hereby elect to voluntarily participate in said event, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation of this course.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Cancer Care of Western New York, Main Urology Associates, Western New York Urology Associates, LLC, Zero – The Project to End Prostate Cancer, Fleet Feet, the City of Buffalo, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted.

I am fully aware of the risks and hazards inherent in participating in this race and hereby elect to voluntarily compete in the race knowing the risks associated with this race including, without limitation, weather conditions such as high heat and humidity, traffic and the condition of the road, all such risks being known and appreciated by me.

I assume all risks of loss, damage or injury that may be sustained by me while participating in the race and I hereby agree to the use of my name and photograph in broadcasts, newspapers, brochures and other media without compensation.

I agree that any entry fee will be nontransferable and nonrefundable. I hereby grant to the race organizers and their agents access to all my medical records and authorize medical treatment if access or treatment is required and I am otherwise unable to give consent.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.

In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE

THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Signature

Print Name

Date

Event

Parent's Signature
(if under 18)

Parent's Print Name