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# Punta Gorda Pub Run Participant Agreement, Release, and Assumption of Risk

**THIS AGREEMENT CONTAINS A RELEASE AND WAIVER OF LIABILITY AND WHEN SIGNED IS A CONTRACT WITH LEGAL CONSEQUENCE. PLEASE CAREFULLY READ THIS AGREEMENT BEFORE SIGNING.**

## Terms & Conditions

The Punta Gorda Pub Run is an activity/event coordinated by volunteers in which participants voluntarily choose to meet with other participants at a local business in Punta Gorda, Florida and to walk and/or run on a course designated by the volunteers throughout Punta Gorda, Florida. In order to participate in the Punta Gorda Pub Run, the volunteers coordinating the Punta Gorda Pub Run (the "Pub Run Volunteers") have asked me to sign this participant agreement, release, and assumption of risk document (the "Agreement"). By signing this Agreement — and in fact prior to ever signing this Agreement — I am acknowledging that I understand that I am voluntarily assuming all risks associated with my participation in the Punta Gorda Pub Run. Furthermore, I understand that my ability to participate in the Punta Gorda Pub Run is subject to my agreement to the terms and conditions of this Agreement.

- (1) I acknowledge that my participation in the Punta Gorda Pub Run involves physical activity and that I am physically fit to participate in the Punta Gorda Pub Run.
- (2) I understand that there are no crossing guards stationed at intersections and that the roads are not closed to traffic. I also acknowledge that there are no aid stations and in fact, there are no safety features at all. I agree to run or walk with reflective gear and/or safety lighting in low light conditions. I understand that my safety while participating in the Punta Gorda Pub Run is solely my responsibility and not the responsibility of any Pub Run Volunteers, organizers, sponsors, or related entities, associations, groups, clubs, companies, participants, or any of their respective employees, agents, and all associated therewith.

- (3) I acknowledge that my participation in the Punta Gorda Pub Run entails known, unknown, and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: injury; death; near-death; being trampled, struck, and pushed by others; being struck by an automobile or other object causing injury, death, or near-death; discovery of some unknown medical problem during or after the Punta Gorda Pub Run that causes injury, death, or near-death; injury, death, or near-death caused by the negligence of some other participant or passerby; being attacked or injured by animals domestic or wild, i.e. alligators, dogs, etc.; running into a fixed object causing injury, death, or near-death; drowning. I understand that I could become exhausted and disoriented causing injury, death, or near-death. I understand that someone else could become exhausted or disoriented causing injury, death, or near-death to myself. I further understand that these risks include all risks associated with weather conditions such as heavy rain, flooding, wind, lightning, sun, humidity, and darkness. Fog could roll in and disorient myself or others. Running in the dark could disorient myself or others. Extremes in air temperature could potentially cause hypothermia or hyperthermia with disorientation, injury, death, or near-death. Drinking alcohol prior, during, and/or after the Punta Gorda Pub Run could disorient myself or others, causing injury, death, or near-death.

- (4) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- (5) I, for myself, and anyone acting on my behalf, as a participant in the Punta Gorda Pub Run voluntarily release, forever discharge, covenant not to sue, indemnify, and hold harmless any and all Pub Run Volunteers, organizers, sponsors, and related entities, associations, groups, clubs, companies, participants, and all of their respective employees, agents, and all associated therewith (the "Pub Run Released Parties") from and against any and all actions, claims, losses, expenses, or damages for personal injury, bodily injury, or death and for loss or damage to my person or any property whatsoever in any manner resulting from my participation in the Punta Gorda Pub Run, whether as a result of negligent acts, omissions, or willful misconduct of the Pub Run Released Parties or otherwise.
- (6) Should the Pub Run Released Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement or related in any way to the Punta Gorda Pub Run, I agree to indemnify and hold them harmless for all such fees and costs.
- (7) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- (8) I agree that any litigation arising out of this Agreement or related in any way to this Agreement or the Punta Gorda Pub Run will be brought solely in Charlotte County, Florida and that the substantive law of Florida shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Punta Gorda Pub Run, I may be found by a court of law to have waived my right to maintain a lawsuit against the Pub Run Released Parties on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I acknowledge that when I have signed this form once, it will apply to every time I wish to participate in a run, walk, event, clinic, or other program or activity organized by the Pub Run Volunteers or affiliated with the Punta Gorda Pub Run.

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION** (Must be completed for participants under the age of 18)

In consideration of the below printed Minor(s) name(s) being permitted by the Pub Run Volunteers to participate in the Punta Gorda Pub Run, I further agree to indemnify and hold harmless the Pub Run Released Parties from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Minor is subject to all terms and conditions set forth in this Agreement.

**I HAVE READ THIS AGREEMENT, AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING HAVE BEEN MADE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

FULL NAME\*

EMAIL\*

MINOR(S) FULL NAMES (I.E., JANE DOE, JOHN DOE)

RELATIONSHIP TO MINOR

\* Indicates minimum required information