RUNNING EVENT - ADULT
ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY AND ACKNOWLEDGMENT

IN CONSIDERATION OF Kingston Road Runners Association (the “KRRA”) accepting my entry and permitting my participation in the \_\_\_Resolution Run\_\_\_ ( the “Event”), and for other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, intending to be legally bound, for myself, my heirs, next of kin, executors, representatives, administrators and assigns, agree as follows:

ASSUMPTION OF RISK

A CONDITION of my participation in the Event, I ASSUME ALL RISK of personal injury, death, or property and financial loss resulting from any cause whatsoever including, but not limited to, the negligence, gross negligence, breach of contract or breach of statutory duties, including but not limited to duties under the Occupiers Liability Act, R.S.O. 1990 c. o. 2, on the part of the KRRA, its employees, volunteers, organizers, contractors, associates, representatives, directors, officers, sponsors, successors, agents and assigns (hereinafter collectively referred hereto as the “Kingston Road Runners Association Releasees”.

I UNDERSTAND that running and its programs and activities, particularly competitive running, as well as race-related gatherings, are, by their nature, risky and hazardous, and I accept personal responsibility for those risks and hazards. I understand that risks of my participation in this Event may include BUT ARE NOT LIMITED TO: injuries resulting from slips, falls, animals, collisions with other participants, bystanders, vehicles, bicycles, strollers or equipment, overexertion, failure to follow instructions, muscular and skeletal injuries, disfigurement, spinal cord injuries, concussions, exposure to illness or disease and/or theft. I acknowledge that this description of risks is not intended to be complete.

WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY.

I AGREE not to sue the Kingston Road Runners Association Releasees for any loss, personal injury, death, costs or damages of any form or types, howsoever caused or arising, and whether directly or indirectly from my participation in this Event, including, but not limited to, the negligence, gross negligence, breach of contract or breach of statutory duties, including but not limited to duties under the Occupiers Liability Act, R.S.O. 1990 c. o. 2,

I AGREE that the Kingston Road Runners Association Releasees, in their personal or corporate capacities, shall NOT BE LIABLE for any such personal injury, death, or property loss as a result of my participation in the Event race and/or other Event activities and I release the Kingston Road Runners Association Releasees and waive all rights and claims with respect thereto.

I AGREE TO INDEMNIFY AND HOLD HARMLESS the Kingston Road Runners Association Releasees from any claims, counterclaims, crossclaims, demands, lawsuits, liability, damages, litigation expense, legal fees, disbursements, costs, and/or awards as well as any other liability of any form or type whatsoever made against the Kingston Road Runners Association Releasees or any of them as a result of my participation and/or attendance at the Event and related activities, whether the claim is based on the negligence, gross negligence, breach of contract or breach of statutory duties, including the duty of care in the Occupiers Liability Act, R.S.O. 1990 c. o. 2, of the Kingston Road Runners Association Releasees or otherwise.

ACKNOWLEDGMENT

I ACKNOWLEDGE that while the use of headphones is permitted on the Event course, they are not recommended. I ACKNOWLEDGE AND ASSUME all risks associated with the use of headphones and/or any others’ use of headphones during the Event.
I ACKNOWLEDGE that all runners must wear their bib so that it is visible to marshals. Runners who fail to do so are subject to expulsion at the sole discretion of the KRRA.
I ACKNOWLEDGE that dogs, with the exception of service animals, are not permitted in any KRRA events, including but not limited to the Event.
I ACKNOWLEDGE that baby joggers and strollers are not permitted in this Event. I acknowledge that runners who fail to comply are subject to expulsion at the sole discretion of the KRRA.
I AGREE to abide by any decision of an Event official concerning participation in the Event.
I ATTEST that I am physically fit and sufficiently trained to participate in this Event.
I CONSENT to permit and accept responsibility for emergency treatment in the event of injury or illness during the Event.
I ACKNOWLEDGE that the KRRA and/or its workers, agents, and/or volunteers may take photographs, videos and recordings of the Event. I GRANT PERMISSION to the KRRA, its workers, agents and/or volunteers, to use my name and likeness, and any record of this Event in which I may appear for any legitimate purpose. I agree that any photographs, videos or recorded images taken of me by the KRRA or its sponsors before, during or after the Event and shall remain the property of the KRRA and the KRRA will have the right to use, in any form and manner of media, such photographs, videos and recordings without remuneration, compensation or other obligation for the purpose of marketing, advertising and promotion.

I GRANT PERSMISSION to the KRRA to use my personal information, including name, event results and age category during the Event, and further consent to the disclosure of the personal contact information collected during entry or registration to the Event to official partners of the KRRA for the purpose of providing contracted services, including but not limited to photography, video and Sportstats.

I AGREE AND ACKNOWLEDGE that there will be no refund of any money paid to the Kingston Road Runners Association (KRRA) with respect to this Event under any circumstances, including, but not limited to, if the Event cannot be held or is rescheduled for any reason, or if I am unable to attend the Event, and all promotions and special registrations are non-transferrable and non-refundable, unless otherwise noted.

This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT (“WAIVER”) AND I AM AWARE THAT BY SIGNING THIS WAIVER I AM GIVING UP CERTAIN SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
I SIGN THIS WAIVER VOLUNTARILY AND WITHOUT DURESS, AND WITHOUT RELYING UPON ANY OTHER ORAL OR WRITTEN RESPRESENTATIONS OR STATEMENTS OTHER THAN THOSE SET FORTH IN THIS WAIVER.