2013 Pink Power 5k Fun Run/Walk

Date: Saturday July 6th, 2013

Time: 9 AM (start time) – participants are encouraged to be at the starting location by 7:30 AM

Early Bird Registration Fee (due by 4 PM June 8th): $20 – please make checks payable to Pink Heals West Burlington

Registration Fee (after 4 PM June 8th): $25 – please make checks payable to Pink Heals West Burlington

Rules: Participants under 12 years of age are able to register for free, but will not receive the participant bag or t-shirt. Strollers are welcome to view from the side, because this is a color type run and dye will be used to color the T-Shirts. Please refrain from bringing your pets, because of the dye. You must register by 4 PM June 8th to receive the event T-Shirt. Registrants after June 8th will not be guaranteed a T-Shirt.

Route Starting & Ending Point: West Burlington Fire Department at 301 Broadway St West Burlington IA

Timing: The event will not be timed. If you would like to know your personal time, please bring your own device to time yourself.

RELEASE, INDEMNIFICATION ANT) HOLD HARMLESS AGREEMENT

In consideration of participating in Pink Heels 5K Run, I hereby agree to release and discharge from liability arising from negligence The City of West Burlington, Iowa and its directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of running involves known and unanticipated risks which could result in physical or emotional injury.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the Risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume — and bear the costs of— all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

2013 Pink Power 5k Fun Run/Walk Registration Form

Name: _____ Address: _____ Age: _____ Date: _____
City/State/Zip Code: _____ Phone #: _____
Email Address: _____ Shirt Size: _____

- **By signing this document, I agree that if! I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**
- **I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and**
- **understood this document and I agree to be bound by its terms.**

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of_____(PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. Parent or Guardian : _____ Print Name_____Date _____

Mail Form or drop Form off at:
ATTN: Pink Heals
122 Broadway St
West Burlington, IA 52655