# On the Dakota Rail Trail Mayer, Minnesota

## PAPER REGISTRATION Please fill out this form.

On the last page, after the waivers, *date* and *sign* it. Make out your check for the registration payable to: We Walk! Marathon. Please mail your check and all the pages of the signed registration form to:



We Walk! Marathon c/o Bruce Leasure 15535 100<sup>th</sup> St N Stillwater, MN 55082

Questions? contact by e-mail: info@walkonmn.org

First Name		
Last Name		
Address		
City		
State/Province		
Zip/Postal Code		
Country		
Telephone		
E-Mail		
Race Day Age		
Gender (circle):	Male	Female
Walking Style	Walking, Nordic Walking, Race Walking, Mixture Walk/Run, Wheeling,	
(circle)	Riding	
Time Estimate	How many hours will you take to finish?	
T-Shirt cut (circle)	Women's cut Men	's cut
T-Shirt Size (circle)	Small Medium Large X-Large	
Team (optional)		

# Please circle your event distance and event fee:

Before April 1	Standard Registration April 1 to Sept 1
Marathon: \$60	Marathon: \$70
Half Marathon: \$50	Half Marathon: \$60
50 km: \$65	50 km: \$75
10k: \$15	10k: \$20

NO mail in Paper registration after	Last Minute at Packet Pickup
Sept 1	
	Marathon: \$90
	Half Marathon: \$80
	50 km: \$95

10k: \$20

### T-Shirts @ \$15 each

Number of shirts:

(Event Shirts are optional and are not included in the registration fee. Please order shirts by Aug 15)

#### Video and Picture Release

The undersigned grants full permission to We Walk! Marathon and agents authorized by them to use any photographs, videotapes, motion pictures, recordings or any other record of this event for any purpose.

#### Release and Waiver

I know that walking is a potentially hazardous activity. I should not register for the We Walk! Marathon, Half Marathon & 50 km unless I am medically able and properly trained. I assume any and all risks associated with walking during this event including but not limited to falls, contact with other participants, contact with other users of the multi-use path, crossing roads open to vehicle traffic, the effects of weather, including high heat and/or humidity, the conditions of the walking surface and risks from physical exertion over an extended period of time, all risks being known and appreciated by me. Knowing these facts, and in consideration with your acceptance of my entry fee, I hereby for myself, my executors, administrators or anyone else who might claim on my behalf, covenant not to sue and waive, release and discharge any organization associated with Walk On! Minnesota, We Walk! Marathon, the Minnesota Association of USA Track & Field, USA Track & Field, the local government, Park Districts, and police, event volunteers and any and all sponsors including their agents, employees, assigns or anyone acting for or on their behalf, from any and all claims for liability for death, personal injury or property damage of any kind or nature whatsoever arising out of, or in the course of, my participation in this walking event. This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. This Release and Waiver does not apply to any injuries or damages that are the result of willful, wanton or intentional misconduct.

#### USA Track & Field Waiver

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event I am registering for (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, 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 (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) 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, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site. 2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential 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; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined 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 any Event.
- 3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I 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: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators 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 attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions 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 Liabilities which any may be incurred as the result of such claim. I hereby warrant that I am of legal age and competent to enter into this Agreement, 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 my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. 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.

#### E-mail

By entering my e-mail address I am requesting that event related e-mails be sent to the address provided. I may unsubscribe from the e-mail list.

I have read the foregoing and certify my agreement to the Video and Picture Release, the Release and Waiver, USA Track & Field Waiver, and the E-mail list permission with my signature.

Signature	Date