

# Fort Clinch 100 Waiver of Liability

By indicating your acceptance, you understand, agree, warrant and covenant as follows: In consideration of being allowed to participate, I, for myself, my heirs, my executors, and administrators, waive any and all rights and claims I may have against the sponsors, coordination group, Fort Clinch State Park with its managers and employees, the State of Florida and any and all individuals associated with the event or their connection with said event. I represent that I am in proper physical condition to participate in this race. By signing this form, I acknowledge that I have read and fully understand my own liability and do accept the restrictions.

**LLAMA RUNNING COMPANY, LLC (hereinafter referred to as LRC) REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")**

**1. Authority to Register and/or to Act as Agent.** You represent and warrant to LRC that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, LRC refers to LLAMA RUNNING COMPANY, LLC and any and all subsidiaries, affiliated entities, or entities that control or are controlled by LRC singly or together and its officers, employees, contractors, subcontractors, vendors and agents. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

**2. Waiver.** YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT KNOWN AND UNKNOWN RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LRC FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

**3. Limitation of Liability; Disclaimer of Warranties.** LRC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE LRC OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH LRC OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF LRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF LRC IS AT YOUR SOLE RISK. LRC IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LRC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. I hereby give my consent to all photographs and audio/video recordings taken of me/my minor child by LRC, its contractors, sub-contractors vendors or their assigns/ designees. I understand that any such photographs and audio/video recordings become the property of LRC and may be used by LRC, its respective area programs or others with their consent, for promotional purposes determined by LRC in broadcast, printed and electronic media formats now existing or in the future created. LRC makes no warranty that the LRC's site services will be uninterrupted, secure or error free. LRC does not guarantee the accuracy or completeness of any information in, or provided in connection with, the LRC sites. LRC is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the LRC sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

**4. Indemnification.** You agree to indemnify and hold each of LRC harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of LRC or the violation of any term of this Agreement and Waiver.

**5. Applicable Law; Consent to Jurisdiction.** The LRC sites (excluding linked sites) are controlled by LRC from its offices within the State of Florida, United States of America. By completing this event registration, both you and LRC agree that the statutes and laws of the State of Florida, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the LRC sites. You agree that exclusive jurisdiction for any dispute with LRC resides in the courts of the State of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Florida in connection with any dispute including any claim involving LRC or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

**6. Severability.** You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, **AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_