

CLIMAX CANYON 5K TRAIL RUN
RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

EVENT DESCRIPTION: Climax Canyon 5K Trail Run is a 5 kilometer (3.2 mile) off-road running event to be held on Saturday, May 5th, 2018 beginning and ending at the Climax Canyon Park, Raton, NM 87740.

THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS THAT:

- Climax Canyon 5K Trail Run involves trail running an activity which may include risks such as, but not limited to, falls, interaction with other participants, and effects of weather, traffic and conditions of the road and trail.
- It is his/her responsibility to dress appropriately; and that
- He/she is solely responsible for his/her own health and safety.

The undersigned understands and expressly assume all risks, including personal injury and death, arising in any way out of his/her participation in the Climax Canyon 5K Trail Run to be held on Saturday, May 5th, beginning and ending at the Climax Canyon Park Raton, NM 87740. In addition the undersigned represents and warrants that he/she is physically fit and able to participate in the Climax Canyon 5K Trail Run and the undersigned expressly agrees to stop and request assistance if he/she experiences and symptoms such as, but not limited to, dizziness, excessive fatigue, shortness of breath, pain or any other conditions which would make it difficult or unsafe to continue.

IN CONSIDERATION FOR BEING PERMITTED TO ENTER AND PARTICIPATE IN THE CLIMAX CANYON TRAIL RUN THE UNDERSIGNED AGREES

for him/herself, his/her heirs, executors and administrators, not to sue, and to discharge, release, indemnify and hold the City of Raton, the City of Raton Dept. of Parks and Recreation their affiliates, officers, directors, volunteers and employees, and all sponsoring businesses and organizations and their agents and employees, from any and all liability, claims, demands, and causes of action whatsoever, arising out of the undersigned participation in Climax Canyon 5K Trail Run and/or related activities – whether it results from the negligence of any of the above or from any other cause. This release, waiver of liability and indemnification agreement shall be as broad and inclusive as is permitted by the laws of the State of New Mexico. If any portion this agreement is held invalid, the balance shall continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

The Undersigned hereby represents that he /she is at least eighteen (18) years of age

Name of Participant (please print): _____

Signature of Participant: _____

Date: _____

If the Participant is under 18 the Participant's parent or legal guardian must sign.

I am the legal guardian of Participant, and I hereby consent to his/her participation. I have read the foregoing release and indemnification agreement, and I hereby agree on behalf of myself and Participant to its terms.

Name of Parent or Legal Guardian(please print): _____

Signature of Legal Guardian of the Participant: _____

Date: _____