



Saturday, October 15, 2016 at 9:00 AM
 Walworth County Fairgrounds, Elkhorn, WI
 ___ 5K Runner ___ 2 Mile Walker

First Name: _____ M.I.: _____ Last Name: _____
 Birth Date: ____/____/____ Gender: ___ Male ___ Female Age on race day: _____
 Address: _____
 Email: _____ Phone: _____
 Adult Shirt Size: ___ Small ___ Medium ___ Large ___ X-Large ___ XX-Large ___ XXX-Large

Registration Fees: \$25 through August 14th
 \$30 August 15th - September 15th
 \$35 September 16th through 8AM race day (t-shirt not guaranteed after October 1st)

Mail form & check to: Peoples Bank Oktoberfest 5K, Attn: Kris Baxter, 837 N. Wisconsin Street, Elkhorn WI 53121

Cancellation Policy: Entry fees are non-refundable

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the Peoples Bank Oktoberfest 5K Run & 2 Mile Walk, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Peoples Bank and its owners, directors, officers, employees, agents, sponsors, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

--I acknowledge that running/walking involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, falls, obstacles, contact with other participants, acts or omissions of other participants, effect of weather, traffic and conditions of any road or trail; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

--I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. 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, I will immediately discontinue participation.

--I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees 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 Releasees 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.

--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.

--In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

--I grant full permission to any and all Releasees to record my voice and photograph me in conjunction with the Event. I understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. I further grant the Releasees full unrestricted rights to the use of my photograph, voice, and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

--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.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, that 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 understand this document and I agree to be bound by its terms.**

Signature _____ Date _____ Print Name _____

Address _____ City _____ State _____ Zip _____ Phone _____

Emergency Contact Name _____ Phone _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
 (Must be completed for participants under the age of 18)**

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees 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 Signature _____ Print Name _____ Date _____