

CROSS COUNTRY  
**COLOR 5K**  
**RUN/WALK**  
FUNDRAISER  
10.08.22



Please sign to indicate your agreement of the following:

- 1.) I understand that participating in the Oxford Arts Alliance "Cross Country Color 5K Run/1 Mile Walk" is a potentially hazardous activity where colored powder will be thrown at and around me during the course of the event. I understand that some of the course I, the participant, may go through colored corn starch, mud, or water which has not been tested for chemicals or disease. I understand that color powder is rated as non toxic/non hazardous. No respiratory or eye protection is required, but protection would be recommended for prolonged exposure. Flush with water to remove powder from eyes, mouth or nose; mild soap and water is recommended for cleaning on skin.
- 2.) I agree not to participate unless I am medically and physically able, which I am solely responsible to determine. I assume all risks associated with participating in the "Cross Country Color 5K Run/1 Mile Walk", including, but not limited to, slips, falls, contact with other participants, negligent acts of other participants, any defects or condition of premises, or color zones, the effects of the weather including but not limited to high heat, cold temperatures, storms, snow, ice, rain, and/or humidity. All such risks are known, assumed and appreciated by me. I assume the risk of wild animals and insects that may be present on the course. I agree to indemnify the Oxford Arts Alliance, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
- 2.) I agree that Oxford Arts Alliance, all board and committee members, and volunteers are not responsible for any personal items or property that are lost, stolen, stained or damaged at or during the event. I understand and agree that pets are not permitted to accompany me in the race, and children under the age of 18 are not permitted to participate in the race unless a parent or guardian signs a waiver on their behalf.
- 3.) I grant permission to Oxford Arts Alliance and its affiliates and sponsors to use any photographs, motion pictures, recordings or any other record of this event for any purpose including, but not limited to, promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the Oxford Arts Alliance.
- 4.) Oxford Arts Alliance reserves the right in any event of emergency or local or national disaster to reschedule the run. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment and facilities and cooperative, positive participation.
- 5.) All Participants – Waiver & Release of all claims and assumption of risk I recognize and acknowledge that there are certain risks of physical injury to participants in the "Cross Country Color 5K Run/1 Mile Walk", and I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or which may accrue to

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me) as a result of participating in these activities against Oxford Arts Alliance including its staff, members, officers and employees, the race agents, volunteers, sponsors, and the operators of the venue (hereinafter collectively referred to as "Administrators"). Participants registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs.

6.) I agree that I am solely responsible for determining if I am physically fit and/or skilled for the race or activities contemplated by this Assumption and Release. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to Administrators to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I, for myself and my heirs, do hereby fully release and forever discharge the Administrators from any and all claims for injuries, including death or incapacity, illnesses, damages, expenses or loss that I may suffer arising out of, connected with, or in any way associated with the race, program or activities including injuries caused or associated with transportation to and from the event.

7.) I acknowledge the "Cross Country Color 5K Run/1 Mile Walk" is to be run on Saturday, October 8th, 2022. In the event that inclement weather conditions and/or the COVID-19 pandemic should require cancellation of the race before it has started because of dire safety concerns, I understand that the race will be rescheduled at its earliest convenience. If there are no immediate weather-related safety concerns, the "Cross Country Color 5K Run/1 Mile Walk" will be a "rain or shine" event and there will be no refunds in the event of mild inclement weather.

8.) I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. Participation will be denied, if I have not signed the waiver on the website before the start of the event, and turned it in at registration or by email.

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**I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims:**

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First and Last Name (Printed)

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First and Last Name (Signed)

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Date

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Only complete below if you are a parent or guardian of a participant under the age of 18: I, the parent or guardian of the above named participant, have read through this waiver and all its terms, and I hereby give my approval to this child's participation in the "Cross Country Color 5K Run/1 Mile Walk". I assume all risks and hazards incidental to my child's participation in the "Cross Country Color 5K Run/1 Mile Walk", and I hereby waive, release, absolve, indemnify and agree to hold harmless the Administrators, as defined above, for any injury to my child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in the "Cross Country Color 5K Run/1 Mile Walk". I consent to the foregoing and grant permission for him/her to participate in the "Cross Country Color 5K Run/1 Mile Walk". I acknowledge I have carefully read, accepted and agreed to the terms on this Assumption and Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

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Child Name (Printed)

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Parent or Guardian Name (Printed)

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Parent or Guardian Name (Signed)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

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Relationship to Minor