

DECLARATION OF ASSUMPTION OF RISK AND WAIVER OF LIABILITY

WHEREAS The Fight Against Melanoma Education and Research Foundation, LLC, hereinafter described as "FAM", is sponsoring for the first year what is commonly known and designated as the Ranch Trail Run & Fun Run, herein after the "Trail Run"; event date of May 11, 2013 and

WHEREAS, participating in this event is physically demanding and mentally challenging and is a dangerous and hazardous activity; and

WHEREAS, the undersigned acknowledges that he or she is familiar with the hazards, the potential for attendant personal injury, illness or damage while participating in the Trail Run, and has read materials describing the Trail Run or has otherwise evaluated to his or her complete satisfaction the potential for personal injury, illness or damage and further completely understands that participation in the Trail Run requires proper physical conditioning; now therefore, in consideration of being allowed to participate in the Trail Run the receipt and sufficiency of which consideration is hereby acknowledged,

I, _____, do hereby, for myself, my heirs, executors, administrators, personal representatives, trustees, assigns, and anyone entitled to act on my behalf, irrevocably release and forever discharge the (A) FAM, its officers, agents, servants and employees, sponsors, (B) the Historic Triple B Ranch (property), (C) promoters, managers, inspectors, officials, volunteers and medical staff, and (D) any and every other person participating in or assisting with the Trail Run, and their respective heirs, successors or assigns from any and all liability arising out of or related to, all claims for damages, injury or illness of any kind or nature, resulting from or alleged to result from my participation in the Trail Run and/or activities related to the Trail Run and damages of any and every kind suffered by me as a result of my participating in or travel to or from the Trail Run and I further agree to indemnify and hold harmless those released for costs, attorneys fees, or other expenses should I or any person for or on my behalf file a legal action against FAM or any of those described in this document; furthermore

I recognize and acknowledge that participating in the Trail Run is a potentially hazardous activity. I am aware of and understand the risks associated with participating in the Trail Run, including, but not limited to, the effects of the weather, contact with other race participants, slipping and falling, high or low heat, precipitation, completion, or attempted completion, of obstacles, defects of or in condition of premises, penalties for failing to attempt or complete obstacles, traffic and conditions of the trails. I know, recognize and appreciate these risks, realizing this is a strenuous activity which requires physical conditioning and hereby represent and certify that I am in good health and in physical condition to participate in the Trail Run. I agree to abide by any decision of a race official relative to my ability to safely complete the Trail Run. I understand that by execution of this legally binding document, state that I have read and fully understand this document and the conditions of entering and participating in the FAM Ranch Trail Run, and I hereby declare that I have assumed all of the risk in doing so. Initial Here

PHOTO RELEASE: I give permission to FAM and Historic Triple B Ranch for the full, free and unconditional use of my name and photograph taken in connection with the Trail Run and activities in any type media, written account, broadcast or telecast of this event from beginning to end for any legitimate purpose. Initial Here

CONSENT TO TREAT: I authorize the staff onsite at the Trail Run to administer such procedures and treatment to me as they deem necessary. I understand that said staff makes no guarantees of cure, that I have the right to choose my treatment plan, and that I may refuse any or all treatment suggestions at any time. I have read and understand the policies set forth above. I further agree to accept complete financial responsibility for any charges related to treatment of an injury or illness sustained as a result of my participation in the Trail Run. Initial Here

Participant Name (Please print) _____

Participant Signature/ _____

Signature of Parent or Guardian(if a Minor) _____

Emergency Contact Name and Number: _____