RELEASE, WAIVER, AND AGREEMENT NOT TO SUE

1. Participant __________________  ______________________ desires to participate in the following activity or trip

(First Name)  (Last Name)

5K Race & race day activities to be held on the following date or dates 9-16-17.

2. For purposes of this document (the “Release”), I understand that “Activity” refers to the activity or trip specified above, all my travel for it, and everything I do in connection with it. I also understand that “BGSU” refers to Bowling Green State University; the University’s Trustees, officers, agents, and employees; any students who are performing tasks for the University; and the State of Ohio.

3. I understand and appreciate that the Activity involves exposure to dangers and hazards, including ones that I may not know about or anticipate, which may result in property damage, economic loss, bodily or mental injury, or death. I also understand that BGSU may not be trained to care for problems that occur in connection with the Activity.

4. In consideration of being allowed to participate in the Activity, I agree that:
   a. My participation in the Activity is entirely voluntary;
   b. BGSU is not responsible for my personal safety or the safety of my property as I participate in the Activity;
   c. My health does not preclude or restrict my participation in the Activity;
   d. I have adequate health and hospitalization insurance and/or accept the financial responsibility for treatment;
   e. BGSU has permission to authorize emergency medical treatment for me; and
   f. BGSU has no responsibility for any injury that might occur in connection with that treatment.

5. Also in consideration of being allowed to participate in the Activity, I agree:
   a. To fully assume all the risks and responsibilities of participating in the Activity;
   b. To release, waive, and forever discharge any and all claims against BGSU for any injury to me or damage to my property resulting from the negligence of BGSU or anyone else involved with the Activity; and
   c. Not to sue BGSU, or to seek any money from it or a judgment against it, for any injury to me or damage to my property resulting from the negligence of BGSU or anyone else involved with the Activity.

6. I acknowledge and represent that I have carefully read this Release and understand its contents and that I sign it as my own free act and deed. I further state that I am at least eighteen (18) years of age, fully competent to sign this Release, and that the consideration for signing this Release is full and adequate.

7. It is my express intent that, while I am alive, this Release will bind me, my spouse, and the members of my family; and that in the event of my death, this Release will also bind my estate, heirs, administrators, personal representatives, and assigns.

8. I further agree that this Release will be construed under the laws of the State of Ohio, and if any provision of this Release is found to be invalid, the remainder of it will remain valid. If I drive a vehicle in connection with the Activity, I certify that I have a valid driver’s license and personally carry automobile liability insurance that includes medical payments coverage.

THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING.
IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN BEFORE PARTICIPATING IN THE ACTIVITY.

(For the parent or guardian): I acknowledge and represent that I have carefully read this Release; that I sign it as my own free act and deed; that I am fully competent to sign this Release; and that the consideration for signing this Release is full and adequate. It is my express intent that, while I am alive, this Release will bind me, my child or ward, my spouse, and the members of my family; and that in the event of my death, this Release will also bind my estate, heirs, administrators, personal representatives, and assigns.

Signature: ____________________________ Date: ___________________________

Print Name: __________________________________________________________

GC Review 6/1/17