

## The 2012 Charleston Marathon

Accident waiver and release of liability: Release of name and likeness

To be signed by all runners, walkers, volunteers, staff and media personnel

I know that running/walking or volunteering for a race/run/walk is a potentially hazardous activity. I certify that I am physically fit and have sufficiently trained and prepared for participation in the event and have not been advised otherwise by a qualified medical professional. I agree to abide by any decision of race officials relative to my ability to safely complete the run. I hereby consent to receive medical attention which may be deemed advisable in the event of an injury, accident, and/or illness during this event. I understand that all evacuation and medical costs for participants and volunteers will be borne by that person or their heirs. The race organizers and sponsors are in no way liable or responsible for medical costs or emergency evacuation.

I assume all risks associated with running/walking/cycling or volunteering in the event or events, including, but not limited to, falls, contact with other participants, volunteers, race officials, sponsors, walkers, baby strollers, or "baby-joggers," in-line skating, dogs on leashes, bicycles, the effects of weather, including high heat and/or humidity and/or extreme cold, snow, sleet, ice, hail, traffic and road conditions, all such risks being known and appreciated by me.

Having read this waiver and knowing these facts, and in consideration of your accepting my entry, I hereby take action for myself, my heirs, my executors, next of kin, administrators, or anyone else who might claim on my behalf, waive and release, the following entities or persons: Charleston Marathon, Riverfront Race Festival,, R. Keith and Deborah C. Summey Youth Endowment for the Arts (YEA), The Noisette Company LLC, Navy Yard New Market I LLC, 10 Storehouse Row LLC, Charleston County Schools, City of North Charleston, City of Charleston, County of Charleston, The Active Network, Inc., NBTDA, Charleston Moves, South Carolina Public Railways, Anchor Commercial, all other involved municipalities or public entities (and their respective agents and employees), the event holders, the event sponsors (and their directors, officers, volunteers, representatives, and agents), event volunteers, event staff, event vendors, and event directors, from all claims or liability for death, personal injury, or property damage of any kind or nature whatsoever arising out of, or in the course of, my participating in this event whether same be caused by negligence or fault. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, and I indemnify and hold harmless the entities or persons mentioned in this paragraph from any or all liabilities or claims made by any other individual or entities as a result of my actions or inactions during this event.

Parent or Guardian Waiver for Minors under eighteen (18) years of age (if applicable): The undersigned parent, natural guardian, or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to act and release said parties on behalf of the minor and the parents, or natural guardian, or legal guardian. Minors accepted only with a parent or guardian's signature.

### Please print legibly

Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent or Guardian Signature Name if Minor under the age of eighteen (18) years:

\_\_\_\_\_

Relationship to Participant: \_\_\_\_\_