

# St. James Color Run/Walk

## August 29th, 2020

### Release of Liability Waiver

Please sign to indicate your agreement of the following:

I understand that participating in the St. James "Color Run" 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 food grade corn starch. I agree not to participate unless I am medically and physically able, which I am solely responsible to determine.

I understand this is a voluntary event and I assume all risks associated with participating in the "Color Run", 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, and/or rain. All such risks being known, assumed and appreciated by me. I assume the risk of wild animals and insects that may be present on the course.

In consideration of my entry being accepted in the aforementioned event, intending to be legally bound, I do hereby, for myself, my heirs, executors, and assigns, fully release, waive, and discharge any and all rights and claims for injuries or damages which I may have or which may hereafter accrue to me against St. James Parish or any other subsidiary thereof, or their representative officers, agents, successors, assigns, sponsors and/or employees for any and all injuries or damages which may be sustained and suffered by me with my association with entry of participation in the Color Run event. I agree that St. James Parish 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, 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. I grant permission to St. James Parish 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 St. James Parish. **St. James Parish Color Run committee 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.

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 "Color Run", 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 me) as a result of participating in these activities against St. James Parish, 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. 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. 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. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

