

Calico Racing



...the Cat's meow in sport

Make check payable and mail to:

Calico Racing; c/o Joyce Forier
2932 Richmar Ave
Henderson, Nevada 89074

Out with the Old 5K, 10K, & 1/2 Marathon

Sunset Regional Park, Las Vegas, NV ~ Saturday, December 16, 2023

www.calicoracing.com

Full Name: _____ Gender _____ Age on race day _____ DOB: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: (____) _____

Race registering for: _____ 5K (\$35 thru 8/31; \$40 thru 11/19; \$45 thru 12/14 at noon; \$50 after)
_____ 10K (\$40 thru 8/31; \$45 thru 11/19; \$50 thru 12/14 at noon; \$55 after)
_____ 1/2 Marathon (\$75 thru 8/31; \$80 thru 11/19; \$85 thru 12/14 at noon; \$90 after)

Total enclosed: \$ _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

By signing below, you agree that you have read and understood this waiver of liability and hold harmless agreement.

In consideration for allowing my participation in the Out with the Old 5K, 10K, & 1/2 Marathon and other valuable consideration, I, the below signed, for myself, my heirs, assigns, executors, next of kin, successors and administrators, intending to be legally bound thereby, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Joyce Forier, Calico Racing, LLC; The City of Las Vegas; The City of Henderson; Boulder City; Blue Diamond; The National Park Service; U.S. Department of Agriculture; United States Forest Service; The Bureau of Reclamation; The Bureau of Land Management; Lincoln County; Clark County; Clark County Parks and Recreation, The Little A'le'Inn; USATF; Stephen Delaney; Jerry Foreman; Terrain Racing, LLC; Red Rock Conservation Area; Nevada Highway Patrol; Nevada Department of Transportation; The United States of America; and The United States Government, its officers, employees, volunteers, and agents, and any and all persons or entities associated with Out with the Old 5K, 10K, & 1/2 Marathon including but not limited to the race promoters, race officials, sponsors, volunteers, involved government entities and all the representatives, successors and assigns of the aforementioned parties from any and all liability, claims, demands, suits, actions and/or causes of action whatsoever for any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Out with the Old 5K, 10K, & 1/2 Marathon or arising out of or resulting from my participation in Out with the Old 5K, 10K, & 1/2 Marathon or incurred while in, on or upon the premises/property where the activity is being conducted or in transportation to and from said premises/property, irrespective of WHETHER THE LOSS, DAMAGE, OR INJURY, INCLUDING DEATH WAS CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED RELEASED PARTIES, or otherwise. I further agree to INDEMNIFY AND HOLD HARMLESS the aforementioned released parties from any loss, liability, damage, costs, including court costs and attorney's fees, that may be incurred due to my participation in the Out with the Old 5K, 10K, & 1/2 Marathon, WHETHER CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED RELEASED PARTIES, or otherwise. It is my express intent that this accident waiver, release of liability and hold harmless agreement shall bind members of my family and spouse (if any), if I am alive. If I am not alive, it is my intent that this waiver of liability and hold harmless bind my heirs, assigns, next of kin, executors and personal representatives, and shall extinguish any rights, claims, suits, actions and causes of action whatsoever they may have including but not limited to wrongful death, physical or emotional pain and suffering, loss of companionship or any other claims of any kind.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Out with the Old 5K, 10K, & 1/2 Marathon, WHETHER CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED RELEASED PARTIES, or otherwise. This accident waiver, release of liability and hold harmless agreement shall be construed broadly to provide a release and waiver to the fullest extent permitted by the law. Further, any disputes arising under this contract will be governed by the laws of the State of Nevada and heard before an arbitrator selected by Joyce Forier.

I attest that I am physically fit and have trained sufficiently and educated myself appropriately for this event. I understand that participating in this event and under these conditions is dangerous and I enter this event accepting the risks. I freely and voluntarily agree to be solely responsible for all risks, known and unknown, associated with this event and I assume and accept sole responsibility for all expenses incurred on my behalf in case of accident, illness, or other incapacity, regardless of whether I have authorized such expenses. I agree to obey and abide by all rules and restrictions established for the safe and successful running of this event and that I may be disqualified and removed from the race if I, or anyone acting on my behalf, fails to abide by said rules and/ or does anything to jeopardize the permit, current or future. I have read, understand, and accept the information provided on the Calico Racing website: www.calicoracing.com and understand it is my responsibility to obtain the most up to date information provided on that website and/or sent via email to the email address provided on my registration.

I agree that I will wear reflective clothing and wear a headlamp or carry a handheld flashlight during any portions of the race conducted at night.

I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purposes by the aforementioned released parties including but not limited to Joyce Forier and Calico Racing, LLC.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same. No refunds. No transfers.

COVID-19 WAIVER

I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where others are present. By attending the race, myself and any guests voluntarily assume all risks related to exposure to COVID-19. I am entering this event with full knowledge that I could easily be hurt or face life threatening injuries. I fully assume all risks of injury, illness or death, and release covenant not to sue, and discharge Calico Racing, LLC; Joyce Forier; USA Track & Field, the race director, volunteers, all sponsors, and any individuals or groups associated with this event all actions, claims or demands for damages arising out of my participation in this event. The forgoing release is binding upon me personally, as well upon my heirs, executors, and administrators, and all members of my family, or anyone else who may make claim on my behalf. I understand and accept that the global Covid-19 pandemic is a continually evolving situation, and that the event may be cancelled or altered in accordance with governing guidelines. A credit good towards any Calico Racing event may be issued according to Calico Racing's refund policy posted on the "Policies" section of their website. Entry fees are non-refundable.

My entry into the event positively affirms my agreement to follow all COVID-19 procedures while at this event, including maintaining current recommended physical distance, wearing of a face covering while gathering when maintaining physical distance is not possible, and other mitigating measures pertinent to the date of the event as determined by the race director.

My entry into the event positively affirms my agreement to NOT attend if you experience any COVID 19-symptoms or are exposed to anyone with symptoms or a confirmed case within 14 days of the event. Symptoms include fever, cough, difficulty breathing, headache, body aches, loss of taste, sore throat, runny nose, nausea/vomiting, and diarrhea.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, RELEASE, AND WAIVER BEFORE EXECUTING IT.

Signature: _____ Date: _____ (m/d/y)

Parent's Signature (if under age 18) _____ Date: _____