



CHASE THE RAINBOW
Hopkins Hill School PTA
Color Run & Walk

**PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS
AND ASSUMPTION OF RISK**

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.

To: Hopkins Hill PTA, its officers, directors, agents, employees, representatives and members
(collectively "Releasees"):

ASSUMPTION OF RISK: I am aware that participation in Chase the Rainbow: Hopkins Hill PTA Color Run/Walk (the Event) event involves certain inherent risks, dangers, and hazards, which can result in serious personal injury or death. I am aware that the Event takes place on public and private property, roads, paths, parking lots and other areas, none of which are under the care, custody or control of the Releasees and may contain hazards including, but not limited to holes, cracks, obstructions and debris both natural and manmade and/or animals both wild and domestic. I am aware that individuals unknown to the Releasees may be present at the Event and that the Releasees have no control over the actions or behaviors of these, or any, individuals. I am aware and agree that it is my responsibility to ensure that the area where I am running, jogging or walking is safe, free of hazards and is in a condition equal to my abilities and skill, and certify to the Releasees that I have the ability to make such determinations. I further recognize, acknowledge and fully consent to items being thrown at me from spectators, bystanders, and other participants, and understand that such actions are an inherent part of the Event. Such activities could result in direct personal injury, or cause distractions that could lead to personal injury.

With full understanding of the above, I hereby freely agree to assume and accept any and all known and foreseeable risks of injury while participating in this Event.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in Chase the Rainbow: Hopkins Hill PTA Color Run/Walk, I hereby, to the fullest extent permitted by law:

1. **WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against each of the Releasees resulting from any damages or injuries I might sustain;
2. **RELEASE** each of the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the Event described in this Agreement, due to any cause whatsoever.

NO COMPENSATION: I agree that I am volunteering to participate in this Event and understand that I will not receive any payment whatsoever, from any source, for my voluntary participation in, or preparation for, this Event.

ARBITRATION: I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the any of the Releasees. The arbitration shall be pursuant to the rules of the America Arbitration Association. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Coventry, R.I. unless otherwise mutually agreed to by all the parties.

SEVERABILITY: I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the State of Rhode Island and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, and legal representatives, or assigns.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT SIGNATURE (if 18 or older)

X _____ Date: _____ Age: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (17 & UNDER AT TIME OF REGISTRATION)

I certify that I am the parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Event as provided above, to the fullest extent permitted by law.

X _____ Date: _____

PARENT/GUARDIAN SIGNATURE (if participant is 17 or younger)

EMERGENCY PHONE NUMBER: () _____ Age of Child: _____