



SnowCone 5K Registration

Sunday – February 25, 2018 • 8am

J Street Marina

999 Bayside Parkway

Chula Vista, CA 91910

SnowCone5K@gmail.com

www.SnowCone5k.weebly.com

Full Name: _____

First Name

Last Name

Male Female

Birthdate: _____

MM/DD/YYYY

Mailing Address: _____

Street

City

State

Zip

Phone Number: _____ **email:** _____

Registration Type:**

Note: Early Bird pricing until January 14, 2018

\$10 Children 5-12 \$12 Children 13-17 \$25 Adult 18 & over

\$20 Team (Up to 6 individuals per team) Team Name: _____

Ages 4 & Under *must be accompanied by registered Adult*

Donation (any amount) \$ _____

Shirt Size:

Small

Medium

Large

X-Large

XX-Large

XXX-Large

What is your race pace, per mile, for a 5K distance?

_____ 4 - 7 minutes/mile

_____ 12 - 15 minutes/mile

_____ Leisure Walker

_____ 8 - 11 minutes/mile

_____ 16 - 19 minutes/mile

Emergency Contact: _____

First and Last Name

Relationship

Telephone

Participant or Guardian Signature: _____

Print Full Name

Guardian contact: _____

Relationship

Telephone

****Registration Package includes**

Bib, t-shirt, & 1 refreshing snowcone (day of)

SnowCone 5K is a Rain or Shine Event

MOHASB

Group Code

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Waiver and Release Liability page 1

In consideration of the risk of injury while participating in 5k (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Prime Motivation Inc, located at 265 Broadway, Chula Vista, California 91910, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Prime Motivation Inc against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Prime Motivation Inc incurs any of these types of expenses, I agree to reimburse Prime Motivation Inc.

I acknowledge that Prime Motivation Inc and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Prime Motivation Inc.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Prime Motivation Inc AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Prime Motivation Inc FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Prime Motivation Inc, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Prime Motivation Inc agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term,

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Waiver and Release Liability page 2

condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Please Sign Below

Your electronic signature is the online equivalent of your ink-on-paper signature, and can be provided by typing your name where indicated. The electronic signature will signify your understanding, acceptance, and authorization to accept the conditions of this legal document, including the following statements:

I have read, have understood, and do accept the agreement above.

I understand that this is a legal document with effects that I approve and authorize.

The registrant is the person(s) whose name is submitted as the recipient of the goods and services provided as a result of this transaction.

I am authorized to agree to the terms of this document on behalf of the registrant.

If the registrant is under 18 years of age, incapacitated, or mentally challenged, I assert that I am the parent/legal guardian or otherwise authorized to execute a legally binding agreement on behalf of the registrant.

You must be 18 years of age to legally complete this registration. If the registrant is under 18, an authorized adult must complete this form. **If the person you are registering (registrant) is under 18, do not enter his/her age. You will do that on the next step. Enter your age here as the person completing the form.**

Provide your current age: _____

Participant Signature: _____

Print Full Name above

Parent or Guardian Signature if under 13: _____

Print Full Name above

Date MM/DD/YYYY