



Shiver Dash 5K / 10K Run Registration

February 9, 2019

Start time 10:00 a.m.

at Lake Orono Park, 18599 Gary Street NW, Elk River

(PLEASE PRINT)

NAME _____ Age (if minor) _____

ADDRESS _____

CITY STATE ZIP _____

PHONE _____

E-MAIL (**REQUIRED**) _____

EMERGENCY CONTACT _____

EMERGENCY CONTACT PHONE _____

If registering as a team: TEAM NAME _____

SELECT YOUR RUN LENGTH ___ 5K ___ 10K

Must be registered by January 25, 2019 to receive a t-shirt

Select your T-shirt size: (Unisex Adult sizes only) XS S M L XL XXL XXXL XXXXL

Shiver Run Registration Fee \$40.00

Shiver Run Registration Fee \$45.00 after January 15, 2019

Registrations without payment and waiver will not be accepted

Make checks payable to Elk River Area Chamber of Commerce

Deliver or Mail to:
Elk River Area Chamber of Commerce
509 Highway 10
Elk River MN 55330

(763) 441-3110 www.shiverelkriver.com

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNITY, AND PARTICIPATION AGREEMENT
READ CAREFULLY. THIS IS LEGALLY BINDING. BY REGISTERING FOR THE SHIVER DASH AND/OR SHIVER PLUNGE, YOU ASSENT TO
THE TERMS AND CONDITIONS BELOW.**

I understand the Shiver Dash and/or Shiver Plunge events (hereinafter individually and collectively referred to as the "Event") by Elk River Area Chamber of Commerce (ERACC) is an extreme winter obstacle course, race and winter lake plunge that involves many RISKS, DANGERS and HAZARDS, which cannot be eliminated. These risks include but are not limited to weather-related hazards, variations in steepness or terrain, natural and man-made obstacles and structures, icy cold water outdoors in the winter, equipment failure, collisions with objects or structures, being struck by participants or equipment, and exceeding one's own abilities. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Event. I know these risks, dangers and hazards and others, not specifically named, may cause SEVERE PERSONAL INJURY or DEATH. I understand it is my responsibility to inspect the course, facilities, equipment and areas to be used in the Event, and that by participating in the Event, I acknowledge that I found the course, facilities, equipment and areas to be used to be safe and acceptable for participation. With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Event, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES.

In partial consideration of ERACC's acceptance of my registration for the Event, I agree to comply with and be bound by the following terms:

- 1. I hereby unconditionally WAIVE AND RELEASE ANY AND ALL CLAIMS, AND AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY ERACC, their respective subsidiaries, affiliates, officers, directors, volunteers, employees, agents, coaches, contractors and representatives, insurers, equipment suppliers, event organizers and sponsors, advertisers, facility operators, and property owners, including without limitation ERACC (hereinafter collectively referred to as "Releasees") from any claims, present or future, to me or my property, or to any other person or property, for any loss, damage, expense, attorneys' fees, or injury (including DEATH), suffered by any person from or in connection with my participation in the Event, due to any cause whatsoever, INCLUDING NEGLIGENCE or breach of express or implied warranty on the part of Releasees.
- 2. I hereby RELIEVE RELEASEES OF ANY DUTY TO PROTECT ME FROM HARM in connection with the Event in any way.
- 3. I authorize ERACC to obtain medical care for, or transport me to a medical facility or hospital if, in the opinion of ERACC, medical attention is required and I am unable to make such decisions for myself. I agree to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
- 4. I agree that ERACC may halt my participation in the Event or related activities at any time it deems necessary to protect the safety of participants, spectators, and personnel. I agree that ERACC may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course.
- 5. I certify that I am not, and on the date of the Event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Event. I further, understand that alcohol consumption prior to and during the Event is discouraged by ERACC and take full responsibility for any decision to consume alcohol at that time.
- 6. I agree that ERACC at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the Event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of ERACC, including but not limited to extreme heat or cold, blizzard, tornado, earthquake, flood, acts of terrorism, fire, insurrection, war, labor unrest, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the Event as described, I understand that I will not be entitled to a refund of my registration fee or any other costs incurred in connection with the Event.
- 7. I agree that all fees and associated costs paid in registration for this Event are NOT REFUNDABLE for any reason under any circumstances, including without limitation injury, a scheduling conflict, and event cancellation.
- 8. I agree that my registration for the Event and this Agreement are not transferrable or assignable by me.
- 9. I agree to allow ERACC to make video and audio recordings of me and my voice; take and use photographs of me; record, use, display and disclose in a video or other media intended for public consumption

statements and information provided by me; use the activities listed above for direct mail, advertising, public relations and website efforts related to ERACC; and use my name in conjunction with the activities listed above. I relinquish to ERACC all rights, title and interest I may have in the finished recording, reproduction and copies of the original video or audio recordings, or in prints, negatives, digital images reproductions and copies of the original photographs and negatives. I also irrevocably grant ERACC permission to put any or all such recordings, photographs, statements and information to any and all legitimate uses ERACC may deem proper, including the right to use the same for purposes of advertising or trade.

10. I understand that I may be asked to provide my signature ratifying my assent to the terms and conditions to this Agreement as a condition of participating at the Event, and that I may not be allowed to participate if I do not provide my signature upon request prior to my participation. A parent or guardian must provide his or her name and signature if you are under age 18 years.

11. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Minnesota, without reference to principles governing choice or conflicts of laws. In addition, I agree that all lawsuits for personal injury or related loss against Releasees must be maintained in state court in Sherburne County, Minnesota or federal district court in the District of Minnesota, and I consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this Agreement is found to be unenforceable, the remaining terms shall be fully enforceable.

12. PARENT OR GUARDIAN ASSENT FOR MINOR PARTICIPANTS. As the parent or guardian of the participant under age 18 years ("Minor"), I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Minor, and any other parent or guardian of the Minor, intending that they be binding on me, the Minor, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Minor's right, and the right of any other parent or guardian to maintain any claim or suit against Releases arising out of the Minor's participation in the Event in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY RELEASEES from and against any and all liability arising out of any lack of authority on my part to legally bind the Minor, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Minor.

Please Print Name of Participant

Phone

Signature of Participant Date

Signature of Parent/Guardian Date
(if minor)