

## **Event Attendee Waiver of Liability Agreement**

- 1. In consideration of participating in the Fit and Food Connection's (Fit and Food) event, I hereby RELEASE, WAIVE, DISCHARGE, AND CONVENANT NOT TO SUE Fit and Food or any of its managers, members, employees, volunteers, agents, or representative (the "Releasees") from any and all liability, claims, demands, causes of action whatsoever arising out of or related to any loss, damage, sickness/illness, injury, including death, that may be sustained by me or to any property belonging to me related to the event, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability or otherwise, to the fullest extent of the law.
- 2. It is my express intent that this Waiver Agreement shall bind the members of my family and spouse, and my heirs, assigns and personal representative, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further state that this Waiver of Liability Agreement shall be constructed in accordance with the laws of the State of Missouri and that any mediation, suit, or other proceeding must be filed or entered into only in Missouri. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.
- 3. By accepting this waiver, I acknowledge and agree that during participation of the event a photograph, motion picture, or recording may be taken or made of me by race organizers, facilitators, and sponsors of the event, and that I hereby fully consent and agree to and grant full permission to such race organizers, facilitators, and sponsors of the event to use such photographs, motion pictures, and recordings of me, as well as any other record of this event, for any purpose.
- 4. All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable.

IN ACCEPTING THIS WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I have read and foregoing Waiver or Liability 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 Agreement for full, adequate and complete consideration fully intending to be bound by same.

If accepting this waiver via "checkbox" in online registration, the below fields are not required.

Print Name:		 	
Signature/Date:			