



2019 BCMC 5K Run/Walk

Thursday, 7 am • October 24 • Columbus, OH

Waiver and Release of Liability and Indemnification Form

ASSUMPTION OF RISK

I acknowledge that the 2019 BCMC 5K Run/Walk may involve a test of a person's physical and mental limits. I acknowledge that some of the risks of the 2019 BCMC 5K Run/Walk are the potential for minor scrapes or bruises, property loss, broken bones, concussions, paralysis, or even death. Additional risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event monitors, and/or producers of the event. I **know, understand, and appreciate the risks of the 2019 BCMC 5K Run/Walk and I agree to assume responsibility for those risks.**

HEALTH, SKILL, FITNESS, AND SAFETY REQUIREMENTS

I acknowledge that the 2019 BCMC 5K Run/Walk is a vigorous 5K Run/Walk of 25 or 50 miles that will require participants to possess excellent health, fitness, and skill. I understand that it is recommended that I seek the approval of a physician before participating in the 2019 BCMC 5K Run/Walk. In the event it is necessary, I authorize the use of emergency medical care including first aid, CPR, the use of an AED, and emergency transport, and assume all costs involved. I agree to follow all applicable safety rules and instructions, and to wear all necessary and/or required safety equipment. I affirm that I have no health problems that preclude me from safely participating in the 2019 BCMC 5K Run/Walk. I further affirm that I have the skill and fitness required for safe participation in the 2019 BCMC 5K Run/Walk. I **know, understand, and appreciate the health, fitness, skill, and safety requirements for safe participation in the 2019 BCMC 5K Run/Walk and I agree to assume responsibility for any issues that arise because of my inability to conform with those requirements.**

WAIVER OF LIABILITY—INCLUDING LIABILITY FOR NEGLIGENCE

In consideration of the Organizers accepting my registration and allowing me to participate in the 2019 BCMC 5K Run/Walk, I, the undersigned (whether for myself or by my parent or legal guardian), and on behalf of my spouse, heirs, administrators, and/or assigns, hereby release and forever discharge, Building Component Manufacturers Conference, Structural Building Components Association, event sponsors, agents, managers, co-participants, employees, and volunteers, from any and all claims, legal causes of action, and/or liabilities, including but not limited to those stemming from the ordinary negligence of the above parties, that may arise from, or as a result of, my participation in the 2019 BCMC 5K Run/Walk. I understand that "ordinary negligence" is the failure to act as a reasonably prudent person would under the same or similar circumstances. I understand and agree that this means I may not sue or hold liable the Organizers for any physical injury, loss, or damage to property that occurs while I am participating in, or as a result of my participation in the 2019 BCMC 5K Run/Walk.

INDEMNIFICATION

In consideration of the Organizers accepting my registration and allowing me to participate in the 2019 BCMC 5K Run/Walk, I, the undersigned (whether for myself or by my parent or legal guardian), and on behalf of my spouse, heirs, administrators, and/or assigns, agree to indemnify, reimburse, defend, and hold harmless, Building Component Manufacturers Conference, Structural Building Components Association, event sponsors, agents, managers, other participants, employees, and volunteers, for any claims, made by myself, my parents, co-participants, rescuers, or others, arising out of injury to myself or from my conduct during my participation in the 2019 BCMC 5K Run/Walk, and for any legal costs, attorney's fees, court costs, and investigative costs that are associated with such claims.

OTHER LEGAL CONSIDERATIONS

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Should a legal dispute arise that involves this agreement I agree to binding arbitration under the laws of the state of Ohio. I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I give permission for the free use of my name and image in any media report or promotion of future BCMC 5K Run/Walks.