

WAIVER OF LIABILITY

This Is A Legal Document. Do Not Sign This Unless You Fully Understand.

I know that participating in this event is a potentially hazardous activity. I should not enter and participate unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, including high heat and/or humidity, and the conditions of the event track area. Having read this waiver and knowing these facts and in consideration of allowing me to participate in Battle of the Bounce (hereinafter sometimes referred to as the "Event") on April 29, 2020, (or on such other date as may be determined in the event of a postponement of the Event) in Louisville, Kentucky. I, intending to be legally bound, do hereby for myself, my heirs, my executors and administrators agree as follows:

1. I do waive and forever release any and all rights and claims for any damages and liabilities of any kind arising out of my participation in the Event against all persons, entities, and agencies involved with promoting the Event including the Kentucky Derby Festival, Inc., Eventualities, Inc, Christian Care Communities, Kentuckiana Stroke Association, Mattingly Edge, Louisville Inflatables, Sponsors, radio partners, etc, their agents, successors, representatives, and assigns even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.
2. Further, I assume the risk of all bodily injuries, including death, resulting therefrom, and personal injuries, to me and damage to and loss of my property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participation in the Event and while traveling to and from the Event.
3. Further, I hereby agree to indemnify, defend, and hold the entities specifically named in paragraph numbered 1 above harmless from and against any and all claims, liabilities, losses, damages costs, expenses (including attorney's fees), judgments and penalties arising out of any of my acts or omissions to act;
4. Further, I understand that Derby Festival and Eventualities, Inc. each have the right to use any photographs, names, or images from these events for promotion and /or advertising.

_____ Participant Name (Please Print)	_____ Participant Signature
_____ Witness Name (Please Print)	_____ Witness Signature
_____ Date	