



## 2024 PARTICIPATION WAIVER

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

Waiver and Release Of Claims, Assumption Of Risk and Warning Of Risk

You're almost done signing up for what's sure to be the most exciting day of 2024! We just need you to read and agree to the below to ensure the energy is great and the vibes are positive!

Waiver & Release of all claims & assumption of risk

I recognize and acknowledge that there are certain risks of physical injury to participants in G.R.I.N.D (Gee's Run In a New Direction) Walk/Run, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of participating in these activities against G.R.I.N.D. including its officials (Gaulien "Gee" Smith), agents, volunteers, sponsors, and employees (hereinafter collectively referred to as G.R.I.N.D.). I do hereby fully release and forever discharge G.R.I.N.D. from any and all claims for injuries, illnesses, damages, expenses, or loss that I may have or which may accrue to me arising out of, connected with, or in any way associated with the race.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. G.R.I.N.D. is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. G.R.I.N.D. continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I am solely responsible for determining if I am mentally able, physically fit and/or skilled for the race or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge G.R.I.N.D. from any and all claims for injuries, damages or loss that I may have or which may accrue to me arising out of, connected with, or in any way associated with these programs/activities.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed. The undersigned further agrees that this Agreement is intended to be as broad and inclusive as permitted by law in the State of Wisconsin, and that if any portion hereof is found invalid, it is agreed that the balance shall, notwithstanding, continue in full.

I understand that participating in this event presents some risk of becoming injured, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, Gaulien "Gee" Smith, G.R.I.N.D. and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I understand that the entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

#### G.R.I.N.D. REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

##### 1. Authority to Register and/or to Act as Agent.

You represent and warrant to G.R.I.N.D that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Gee's Run In a New Direction refers to G.R.I.N.D. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by G.R.I.N.D., singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

## 2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE G.R.I.N.D. FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

## 3. Limitation of Liability; Disclaimer of Warranties.

G.R.I.N.D. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE G.R.I.N.D. OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH G.R.I.N.D. OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF G.R.I.N.D. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF G.R.I.N.D. IS AT YOUR SOLE RISK. G.R.I.N.D. IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. G.R.I.N.D. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

G.R.I.N.D. makes no warranty that the G.R.I.N.D. sites' services will be uninterrupted, secure or error free. G.R.I.N.D. does not guarantee the accuracy or completeness of any information in, or provided in connection with, the G.R.I.N.D. sites. G.R.I.N.D. is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the G.R.I.N.D. sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification.

You agree to indemnify and hold G.R.I.N.D. harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of G.R.I.N.D. or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at [www.grindmke.com](http://www.grindmke.com) by you.

5. Applicable Law; Consent to Jurisdiction.

By completing this event registration, both you and G.R.I.N.D. agree that the statutes and laws of the State of Wisconsin, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use. You agree that exclusive jurisdiction for any dispute with G.R.I.N.D. resides in the courts of the State of Wisconsin and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Wisconsin in connection with any dispute including any claim involving G.R.I.N.D. or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability.

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Sign \_\_\_\_\_

Print \_\_\_\_\_