



# Millersburg Food Run

10K, 5K & 1-mile

Mail-in Registration Form

Name of participant (First & Last): \_\_\_\_\_

Parent/legal guardian (if applicable) \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth (MM/DD/YY): \_\_\_\_\_ Gender \_\_\_\_\_

Emergency Contact (Name & Number): \_\_\_\_\_

## Race & Payment:

Mail-in Payment:  10K - \$35  5K - \$25  1-mile - \$15  child 1-mile - \$8

\*Note: day of registration increases an additional \$5

## T-shirt size

Adult:  Small  Medium  Large  X-Large  XX-Large

Youth:  Medium  Large

- **To guarantee a t-shirt in your size the registration must be received by July 3, 2023. Registrations received after July 3<sup>rd</sup> will have t-shirts on a first come first serve basis.**
- **Paper registrations after July 14, 2023 email to [millersburgsda@gmail.com](mailto:millersburgsda@gmail.com) and pay on the morning of the race.**

**Please return this form, along with your check, payable to:  
Millersburg Seventh-day Adventist Church, Attn: Eva Durbin, 5690 TR 264  
Millersburg, OH 44654.**

Race Location:

Hipp Station Rails-to-Trails

62 Grant Street

Millersburg, OH 44654

Race starts: July 30, 2023 at 8am at Hipp Station.

Online registration can be found at: <https://www.stasnyroadracing.com>

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*This space for office use only*

Waver signed



EVENT: MILLERSBURG FOOD RUN 5K/10K/1 MILE WALK

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE MILLERSBURG SEVENTH-DAY ADVENTIST CHURCH OR STASNY ROAD RACING, LLC AND ITS OFFIERS, TRUSTEES, EMPLOYEES, AGENTS AND CONTRACTORS AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

ACCIDENT WAIVER AND RELEASE OF LIABILITY (AWRL)

IN CONSIDERATION of Stasny Road Racing, LLC and its officers, trustees, employees, agents, and contractors, (herein collectively referred to as "Company") allowing me to participate in the Millersburg Food Run (the "Event" or "Events") I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

I understand and acknowledge the physical and mental rigors associated with participating in a race, running, walking, and other related activities and events, and realize that running and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation in any portion of the event involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Company and Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event, and RELEASE Company and its agents and representatives for any and all liability arising out of my participating in this event.

I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified medical personnel.

I agree to be familiar with and to abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, pertinent race information, and video or film likeness to be used for any legitimate purpose by Company, the event holders, sponsors and/or assigns. The participant is also giving Stasny Road, LLC permission to publish video and photos online and on social media. By signing this waiver you're giving permission for Stasny Road Racing, LLC to add your email to their database.

Company, its staff and volunteers are not responsible for my personal items that are stored or left pre-race, during the race and post-race. I understand that Company staff/volunteers may be present in an area in an attempt to but not a guarantee to prevent any damage or theft to my belongings. Company staff/volunteers may or may not be present in an area where your personal items were left/stored.

I understand that the race entry fee is non-refundable. No registration transfers. I understand that Company has the right to pull my race number/disqualify me at any time if I try to sell my race number illegally (Craigslist, etc). I also understand that if I illegally transfer my race number to another person, I release Company and all entities associated with the event. I will accept all responsibility for any legal or medical ramifications that may arise from an unauthorized transfer.

This Acknowledgement, Waiver and Release from Liability (AWRL) shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. I have read this AWRL, and certify my consent to the terms herein.

I hereby understand and release Company and its affiliates from acts of God, weather, and any and all unforeseen events and actions leading up to, during and post event.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Owners, Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues, Millersburg Seventh-Day Adventist Church, The Love Center Food Pantry, the City of Millersburg, Ohio, Hipp Station Depot, Company, its employees and volunteers, and all municipal agencies whose property and/or personnel are used, Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees

and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by registering for this event and participating herein (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I agree to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for this registration to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. 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. I have read this AWRL, and certify compliance by my signature.

#### PARENT GUARDIAN WAIVER FOR MINORS (Less than 18 years old)

If you are registering a participant under the age of 18 you agree and confirm that you are the Parent and/or Legal Guardian to the minor you are registering and that you have the authority to make legal decisions for the minor. I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Event(s). The person registering the minor is the parent and natural guardian or legal guardian and does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all parties referred to above from any and all liability, loss, claim or damage whatsoever made as a result of participation in this event. I further certify that the athlete is in good physical condition, and that event officials have my permission to authorize emergency medical treatment, if necessary. I certify that the information provided on the race entry form is true and complete. If, despite this Agreement, I, or anyone on the minor's behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim. I have read this AWRL, and certify compliance by my signature.

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all right and claims for damages or injuries that I may have against the Event Director, RunSignup.com, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able to do so and properly trained. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in running a road race. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the run. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

Participant Name: \_\_\_\_\_

Legal guardian (if applicable) \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_