

Broomfield Trails Marathon
Full and General Release of Liability & Cancellation Policy
For All Participants

FULL AND GENERAL RELEASE OF LIABILITY: The Broomfield Rotary Club, Inc., a Colorado nonprofit corporation, is sponsoring these races for the benefit of Precious Child and other charitable organizations in the Broomfield area. These running activities include those that are accomplished for recreational, health and competitive purposes. The undersigned understands the potential and inherent risks and dangers that could result in personal injury, death and property damage which he or she could incur while participating in any or all of these activities, including but not in limitation taking into consideration the differing elevations at which the activities will take place, the terrain, weather, traffic and other participants. If a volunteer assistant is signing this release, the volunteer understands that there may be some hazards that could involve him or her including but not in limitation traffic, weather and participants. This release shall be in effect whether such liability, claim, demand, or cause of action is based upon negligence, gross negligence, recklessness, willful & wanton conduct, breach of contract *express or implied)(or upon any other legal theory of any nature whatsoever; and shall be effective regardless of the running condition and ability, or lack thereof, of the participant. This release shall be binding upon the participant (or volunteer), together with his or her heirs, devisees, beneficiaries, personal representatives and agents. If the undersigned is signing this release for a person who is under the age of eighteen years, then he or she is doing so as a representative of said minor, and will have to designate the representative capacity by circling one of the choices below the signature line; and by so doing verifies and acknowledges that he or she has that authority. The Colorado statues (Sections 13-22-107 and 19-1-103) define these representative capacities, for his purpose, as follows: "Parent" means natural parent or a parent by adoption of the minor, "guardian" means the duty and authority vested by court action to make major decisions affecting the minor; "legal custody" means the right to the care, custody and control of the minor including the duty to provide medical care and discipline for therefor, "legal representative" means a person designated by a court to act on behalf of a person regarding contact with that person and regarding obtaining certain records concerning that person; "physical custodian" means a guardian, whether or not appointed by a court, with whom the minor is residing; and 'responsible person' means a person who is responsible for the child's health and welfare. The undesigned, for himself, herself, or in a representative capacity for a person under the age of eighteen years, thereby agrees to indemnify and hold harmless Broomfield Rotary Club, Inc., its officers, directors, members, employees, agents and volunteers, from all liability, claims, demands and causes of action in the event of injury, death and/or property damage to the participant (or volunteer), and including costs and reasonable attorney fees incurred by the Broomfield Rotary Club, Inc., in the defense or settlement of any such claim against it. The undersigned acknowledges that he or she has read this full release; that he or she understands the same and it is not ambiguous;. and that he or she voluntarily, knowingly and intentionally has signed this full release.

Printed Name of Participant: _____ Age: _____ Date of Birth: _____

Participant's Signature: _____ Date: _____

As the Parent and/or Legal Guardian of the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's 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 Liabilities which any may be incurred as the result of such claim.

Parent/Guardian Signature: _____ Date: _____