

# Liability Waiver

## Liability/Hold Harmless Waiver Form

To the best of my knowledge, I am in good physical condition and fully able to participate in the sport "running". I am fully aware of the risks and hazards connected with the participation in this event, including physical injury or even death, and hereby elect to voluntarily participate in said event, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this course.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, FRISCO HERITAGE HIGH SCHOOL, FRISCO ISD, their officers, servants, agents, employees and volunteers (hereinafter referred to as RELEASEES), INCLUDING ANY AND ALL PARTICIPANTS OF COMPETITION from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the UNITED STATES OF AMERICA.

In signing this release, I acknowledge and represent that I HAVE READ THE FORGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made.

I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY THE SAME.

All payments are final. Non Refundable for Application Fee

**Acceptance of our Terms:**

By visiting the website **www.5kforgabe.com** viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to [www.5kforgabe.com](http://www.5kforgabe.com). you agree to be bound by the following Terms and Conditions of Service. If you do not want to be bound by our Terms your only option is not to visit, view or otherwise use the services of [www.5kforgabe.com](http://www.5kforgabe.com). You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and [www.tpsasports.com](http://www.tpsasports.com) and that your use of [www.5kforgabe.com](http://www.5kforgabe.com) shall indicate your conclusive acceptance of this agreement.